



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

August 27, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend existing **sole source** agreements with four (4) of the seven (7) vendors listed (in bold) below, to provide home visiting services to expectant women and newly parenting individuals by increasing the total price limitation by \$250,000 from \$4,407,387 to \$4,657,387 with no change to the contract completion dates of September 30, 2020, effective upon Governor and Executive Council approval. 100% Other Funds.

The agreements were originally approved by the Governor and Executive Council on June 20, 2018 (Item #27E).

Vendor Name	Vendor Number	Location	Current Budget Amount	Increase/ (Decrease) Amount	Modified Budget Amount
Community Action of Belknap-Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302-1016	\$285,941	\$28,115	\$314,056
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$424,152	\$68,575	\$492,727
Waypoint	177166-B002	City of Manchester, Hillsborough, Merrimack and Rockingham Counties	\$2,220,473	\$88,965	\$2,309,438
The Family Resource Center at Gorham	162412-B001	Grafton and Coos County	\$737,613	\$64,345	\$801,958
TLC Family Resource Center	170625-B001	109 Pleasant Street Claremont, NH 03743	\$234,000	\$0	\$234,000
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$192,978	\$0	\$192,978
VNA at HCS, Inc.	177274-B002	312 Marlboro Street Keene, NH 03431	\$312,230	\$0	\$312,230
		Totals	\$4,407,387	\$250,000	\$4,657,387

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class	Title	Activity Code	Current (Modified) Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	90083200	\$1,958,839	\$0	\$1,958,839
2020	102-500731	Contracts for Program Svcs	90083201	\$1,958,839	\$0	\$1,958,839
2021	102-500731	Contracts for Program Svcs	90083201	\$489,709	\$0	\$489,709
			<i>Subtotals:</i>	\$4,407,387	\$0	\$4,407,387

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, BUREAU OF DRUG & ALCHOL SVCS, GOVERNOR COMMISSION FUNDS

Fiscal Year	Class	Title	Activity Code	Current (Modified) Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2019	102-500734	Contracts for Social Svcs	92058502	\$0	\$0	\$0
2020	102-500734	Contracts for Social Svcs	92058502	\$0	\$250,000	\$250,000
2021	102-500734	Contracts for Social Svcs	92058502	\$0	\$0	\$0
			<i>Subtotals:</i>	\$0	\$250,000	\$250,000
			Totals:	\$4,407,387	\$250,000	\$4,657,387

EXPLANATION

This request is **sole source** because these Contractors are the only vendors certified to provide the evidence based home visiting model "Healthy Families America" as approved by the Division of Public Health Services and federal funders. Additionally, these vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs in their community. Home Visiting utilizes an approved Maternal Infant Early Childhood Home Visiting model and along with permanent partners within each community, provides an array of services to assist in family support and strengthening services to New Hampshire citizens, statewide.

The purpose of this request is to increase capacity for community outreach in identified areas of need. The additional funding for the four (4) Contractors supports the requirement set forth by the Healthy Families America model to have staff trained in Parent Survey and Community Outreach (PSCO). Contractor staff will provide increased, dedicated allocation of time on community outreach.

The additional funding will allow the Department to provide services to a total of 255 households in need through September 30, 2020. The Contractors have demonstrated their ability to provide these services.

The services provided in these agreements improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child growth and development. Home visitation programs are an effective early-intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services to families at risk, referrals and linkages to necessary services is an integral part of the Healthy Families America model.

The Contractors provide home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers visit families in their homes to provide educational information, depression and developmental screening, and connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline.

These original agreements contain language in Exhibit C-1, Revisions to General Provisions that allow the Department to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council. The Department is not exercising renewal options at this time.

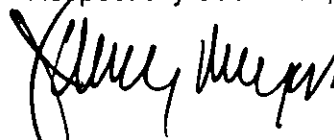
Should the Governor and Executive Council not approve this request, many of the most at risk New Hampshire families may not receive access to resources and family support and strengthening services necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Other Funds from the Governor's Commission on Alcohol and Other Drugs Fund.

In the event that other funds become no longer available, general funds will not be requested to support these agreements.

Respectfully Submitted,



Jeffrey A. Meyers
Commissioner

**New Hampshire Department of Health and Human Services
Home Visiting Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Home Visiting Services Contract**

This 1st Amendment to the Home Visiting Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program of Belknap-Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302-1016.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:
\$314,056.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete Exhibit B, Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.
5. Add Exhibit B-4 Budget – Amendment #1.

**New Hampshire Department of Health and Human Services
Home Visiting Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/23/19
Date

Lisa Morris
Lisa Morris
Director

Community Action Program of Belknap-Merrimack
Counties, Inc.

8/13/2019
Date

Jeanne Agri
Name: Jeanne Agri
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 8/13/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathy L. Howard
Signature of Notary Public or Justice of the Peace

KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2023

Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/17/23

**New Hampshire Department of Health and Human Services
Home Visiting Services**



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

OFFICE OF THE ATTORNEY GENERAL

8/20/2019
Date

Nancy J. Squires
Name: *Nancy J. Squires*
Title: *Sr. Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with:
 - 2.1. Federal Funds from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), in accordance with the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.870 (<https://www.cfda.gov>).
 - 2.2. General Funds from Governor Commission Funds.
3. Payment for expenses shall be on a cost reimbursement basis for allowable costs only in accordance with Exhibit B-1 Budget, Exhibit B-2 Budget, Exhibit B-3 Budget and Exhibit B-4 Budget – Amendment #1.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit invoices by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail shall be included with submission of each invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract end date. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-4 Budget - Amendment #1

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties Inc.

Budget Request for: SS-2019-DPHS-05-HOMEV-01-A01

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct 21288	Indirect Fixed	Total
1. Total Salary/Wages	\$ 21,288.00	\$ -	\$ 21,288.00	\$ -	\$ -	\$ -	\$ 21,288.00	\$ -	\$ 21,288.00
2. Employee Benefits	\$ 1,923.00	\$ -	\$ 1,923.00	\$ -	\$ -	\$ -	\$ 1,923.00	\$ -	\$ 1,923.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,437.00	\$ -	\$ 1,437.00	\$ -	\$ -	\$ -	\$ 1,437.00	\$ -	\$ 1,437.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,467.00	\$ -	\$ 3,467.00	\$ -	\$ -	\$ -	\$ 3,467.00	\$ -	\$ 3,467.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 28,115.00	\$ -	\$ 28,115.00	\$ -	\$ -	\$ -	\$ 28,115.00	\$ -	\$ 28,115.00

Indirect As A Percent of Direct 0.0%

Exhibit B-4 Budget - Amendment #1

SS-2019-DPHS-05-HOMEV-01-A01

Initials DA
Date 8.13.2019

State of New Hampshire

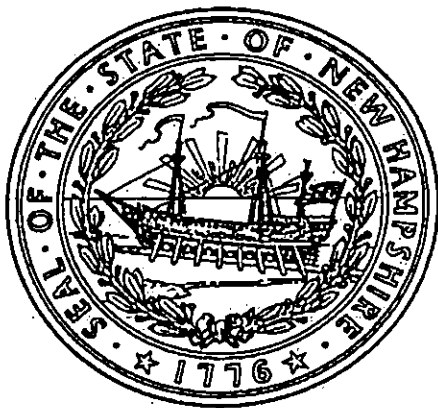
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0004482211



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/10/2019, such authority to be in force and effect until 6/30/2020 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Jeanne Agri, Executive Director
Michael Tabory, Deputy Director
Steven E. Gregoire, Budget Analyst
Sara A. Lewko, President, Board of Directors

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

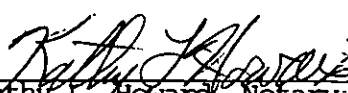
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 13th day of August, 2019.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 13th day of August, 2019, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date: **KATHY L. HOWARD Notary Public, NH
My Commission Expires October 17, 2023**

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for Nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 10, 2019, and has not been amended or revoked and remains in effect as of the date listed below.

8/13/2019

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2019

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com															
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Ins Co</td> <td></td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C: Federal Ins Co</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Ins Co		INSURER B: Granite State Health Care and Human Services Self-		INSURER C: Federal Ins Co	20281	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Federal Ins Co	20281																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 18-19 All/19-20 WC & D&O REVISION NUMBER:

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

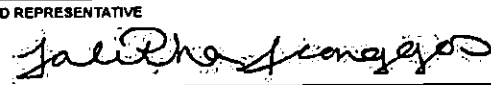
INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1887527	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1887541	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB649174	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	HCHS20190000100(3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2019	04/01/2020	Limit 1,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



BELKNAP-MERRIMACK COUNTIES, INC.
 EMPOWERING COMMUNITIES SINCE 1986

2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

**COMMUNITY ACTION PROGRAM
 BELKNAP-MERRIMACK COUNTIES, INC.**

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

(Approved by Agency Board of Directors on 02/24/05
 as part of the Agency Bylaws.)

CAPBMCI Statement of Purpose

ALTON Senior Center..... 878-7102 Prospect View Housing..... 878-8111	CONCORD Area Center..... 228-8880 Head Start..... 224-6482 Early Head Start..... 224-6482 Concord Area Meals on Wheels..... 228-9082 Concord Area Transit..... 228-1888 Horseshoe Pond Place..... 228-8866 WIC/CSFP..... 228-2050 Workplace Success..... 228-2308	EPSOM Meadow Brook Housing... 738-8250	FRANKLIN Area Center..... 834-3444 Head Start..... 834-2981 Early Head Start..... 834-2981 Senior Center..... 834-4151 Riverside Housing..... 834-8340	LACONIA Area Center..... 824-8512 Head Start..... 828-8334 Early Head Start..... 828-8334 Senior Center..... 824-7688 Family Planning..... 824-8453 Workplace Success..... 824-4367	MEREDITH Area Center..... 278-4086	NEWBURY Newbury Commons Housing..... 783-0360	PEMBROKE Village of Pembroke Farms Housing..... 485-1842	PITTSFIELD Senior Center..... 435-8482 Head Start..... 435-8618 Early Head Start..... 435-6811	SUNCOOK Area Center..... 485-7824 Senior Center..... 485-4254	TILTON Senior Center..... 527-8291	WARNER Area Center..... 458-2207 Head Start..... 458-2308 North Ridge Housing..... 458-3388
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Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP – MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2018.

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 Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2018 and February 28, 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2017, is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2019, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 1,751,685	\$ 1,732,344
Accounts receivable	2,993,405	2,161,972
Inventory	26,567	21,530
Prepaid expenses	88,287	94,315
Investments	<u>98,753</u>	<u>85,225</u>
Total current assets	<u>4,958,697</u>	<u>4,095,386</u>
PROPERTY		
Land, buildings and improvements	4,634,220	4,618,289
Equipment, furniture and vehicles	<u>6,227,722</u>	<u>5,838,444</u>
Total property	10,861,942	10,456,733
Less accumulated depreciation	<u>6,936,808</u>	<u>6,818,622</u>
Property, net	<u>3,925,134</u>	<u>3,638,111</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 172,745	\$ 163,753
Accounts payable	1,443,697	847,707
Accrued expenses	1,056,676	1,019,426
Refundable advances	<u>1,187,333</u>	<u>1,159,331</u>
Total current liabilities	3,860,451	3,190,217
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>962,781</u>	<u>1,151,156</u>
Total liabilities	<u>4,823,232</u>	<u>4,341,373</u>
NET ASSETS		
Unrestricted	3,497,187	2,887,454
Temporarily restricted	<u>702,853</u>	<u>644,111</u>
Total net assets	<u>4,200,040</u>	<u>3,531,565</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847	\$ 15,822,185
Other funds	1,538,501	2,870,131	4,408,632	4,769,775
In-kind	1,147,978	-	1,147,978	1,100,528
United Way	30,517	-	30,517	43,751
Realized gain on sale of property	-	-	-	20,250
Total revenues and other support	20,652,843	2,870,131	23,522,974	21,756,489
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>	<u>21,756,489</u>
EXPENSES				
Salaries and wages	8,295,198	-	8,295,198	7,973,527
Payroll taxes and benefits	2,054,965	-	2,054,965	1,997,820
Travel	281,239	-	281,239	277,832
Occupancy	1,222,773	-	1,222,773	1,134,026
Program services	7,979,371	-	7,979,371	7,104,507
Other costs	1,636,269	-	1,636,269	1,512,410
Depreciation	236,706	-	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>	<u>21,326,281</u>
CHANGE IN NET ASSETS	609,733	58,742	668,475	430,208
NET ASSETS, BEGINNING OF YEAR	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>	<u>3,101,357</u>
NET ASSETS, END OF YEAR	<u>\$ 3,497,187</u>	<u>\$ 702,853</u>	<u>\$ 4,200,040</u>	<u>\$ 3,531,565</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 668,475	\$ 430,208
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	236,706	225,631
Gain on sale of property	-	(20,250)
(Increase) decrease in current assets:		
Accounts receivable	(831,433)	481,783
Inventory	(5,037)	8,393
Prepaid expenses	6,028	6,609
Increase (decrease) in current liabilities:		
Accounts payable	595,990	(335,107)
Accrued expenses	37,250	45,752
Refundable advances	28,002	37,296
	<u>735,981</u>	<u>880,315</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(523,729)	(127,048)
Investment in partnership	(13,528)	(12,919)
Proceeds from sale of property	-	20,250
	<u>(537,257)</u>	<u>(119,717)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(179,383)	(152,251)
	<u>(179,383)</u>	<u>(152,251)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH	19,341	608,347
CASH BALANCE, BEGINNING OF YEAR	<u>1,732,344</u>	<u>1,123,997</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,751,685</u>	<u>\$ 1,732,344</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 73,582</u>	<u>\$ 109,150</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Program</u>	<u>Management</u>	<u>2018 Total</u>	<u>2017 Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198	\$ 7,973,527
Payroll taxes and benefits	1,948,839	106,126	2,054,965	1,997,820
Travel	279,829	1,410	281,239	277,832
Occupancy	1,107,004	115,769	1,222,773	1,134,026
Program Services	7,979,371	-	7,979,371	7,104,507
Other costs:				
Accounting fees	24,915	27,549	52,464	48,888
Legal fees	5,137	-	5,137	45,447
Supplies	236,553	26,718	263,271	259,191
Postage and shipping	49,153	1,052	50,205	55,100
Equipment rental and maintenance	1,680	-	1,680	5,503
Printing and publications	3,643	27,649	31,292	13,967
Conferences, conventions and meetings	13,730	9,544	23,274	27,628
Interest	68,274	5,308	73,582	109,150
Insurance	123,457	35,257	158,714	158,030
Membership fees	19,045	8,668	27,713	19,672
Utility and maintenance	185,882	64,390	250,272	123,416
Computer services	21,517	17,179	38,696	36,678
Other	645,081	14,888	659,969	609,740
Depreciation	231,959	4,747	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total functional expenses	<u>\$ 22,119,338</u>	<u>\$ 735,161</u>	<u>\$ 22,854,499</u>	<u>\$ 21,326,281</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

1. **ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2018 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$702,853.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2017, from which the summarized information was derived.

Income Taxes

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2014.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2014 through 2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$1,147,978 in donated facilities, services and supplies for the year ended February 28, 2018 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$292,141 for the year ended February 28, 2018.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$846,237 for the year ended February 28, 2018.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2018 totaled \$32,655.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2018. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,187,333 as of February 28, 2018.

4. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2018 totaled \$202,725.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2018, the annual lease expense for the leased facilities was \$479,964.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended February 28</u>	<u>Amount</u>
2019	\$ 449,443
2020	405,088
2021	339,230
2022	88,762
2023	88,762
Thereafter	<u>1,053,765</u>
Total	<u>\$ 2,425,050</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$369,827 at February 28, 2018.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (4.50% for the year ended February 28, 2018) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2018.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2018:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.

\$ 773,551

3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.

71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

290,132

Total 1,135,526
 Less amounts due within one year 172,745

Long term portion \$ 962,781

The scheduled maturities of long-term debt as of February 28, 2018 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2019	\$ 172,745
2020	183,269
2021	194,445
2022	206,317
2023	281,158
Thereafter	<u>97,592</u>
	<u>\$ 1,135,526</u>

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2018:

Land	\$ 168,676
Building and improvements	4,465,544
Equipment and vehicles	<u>6,227,722</u>
	10,861,942
Less accumulated depreciation	<u>6,936,808</u>
Property and equipment, net	<u>\$ 3,925,134</u>

Depreciation expense for the year ended February 28, 2018 was \$236,706.

10. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2018.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

11. CONCENTRATION OF RISK

For the year ended February 28, 2018, approximately \$11,000,000 (47%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2018, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$ 127,746
Elder Services	390,089
NH Rotary Food Challenge	5,067
Common Pantry	5,912
Community Crisis	3,578
Caring Fund	14,272
Agency-FAP	14,746
Agency-H/S	140,978
Other Programs	<u>465</u>
	<u>\$ 702,853</u>

13. RELATED PARTY TRANSACTIONS

The Organization is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2018.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2018 was \$114,032 and is included in accounts receivables.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$97,753 at February 28, 2018.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 84,225
Total gains (losses) - realized /unrealized	9,528
Purchases	<u>4,000</u>
Ending Balance – mutual funds	<u>\$ 97,753</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization invested \$1,000 during the year ended February 28, 2018 in a Partnership, The Lakes Region Partnership for Public Health.

16. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 8, 2019, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Head Start	93.600		01CH2062-03-01/01CH2062-04-01	\$ 4,116,021	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-18/17B1NHLEIA	3,824,932	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-18/17B1NHLEIA	113,069	
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire	G-18/17B1NHLEIA	<u>253,291</u>	
			TOTAL	4,191,292	
Community Services Block Grant	93.569	State of New Hampshire	G-17B1NHCOSR	573,106	
Social Services Block Grant-Home Delivered & Congregate	93.667	State of New Hampshire	05-95-48-481010-9255	285,852	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	<u>8,920</u>	
			TOTAL	294,772	
TANF CLUSTER					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-8148	29,305	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-81270000	<u>244,177</u>	
			CLUSTER TOTAL	273,482	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	138,211	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-18/17B1NHLEIA	5,878	
Title III, Part C-Congregate Meets	93.045	State of New Hampshire	05-95-48-481010-7872	195,896	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	<u>395,026</u>	
NSIP	93.053	State of New Hampshire	1056477	<u>259,369</u>	
			CLUSTER TOTAL	994,202	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire		377,106	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		<u>26,102</u>	
			CLUSTER TOTAL	403,208	
MEDICAID CLUSTER					
Medical Assistance Program-Veterans Independent Program	93.778	Gateways Community Services		37,029	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	81,401	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62PS003655	6,779	
MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	100,416	
Maternal & Child Health Services Block Grant to the States	93.894	State of New Hampshire	05-95-90-902010-5190	10,431	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	40,552	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	24,551	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	16,818	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	9,198	
			HHS TOTAL	\$ <u>11,173,260</u>	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH743W5003	\$ 743,425	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	79,303	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	237,797	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,463	

See Notes to Schedule of Expenditures of Federal Awards

Continued

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	724,422	\$ 535,805
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	181,212	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,562,630	1,562,630
			CLUSTER TOTAL	2,468,264	\$ 2,098,435
			USDA TOTAL	\$ 3,686,252	
<u>CORPORATION FOR NATIONAL & COMMUNITY SERVICES</u>					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	\$ 350,074	
			CNCS TOTAL	\$ 350,074	
<u>US DEPARTMENT OF TRANSPORTATION</u>					
TRANSIT SERVICES PROGRAMS CLUSTER					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 532,899	
Formula Grants for Rural Areas-Winnepesaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	16,500	
			TOTAL	549,399	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	9,130	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	Bus 1605 and 1606	94,926	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	74,764	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	2 buses	118,575	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	72,886	
			CLUSTER TOTAL	370,281	
			DOT TOTAL	\$ 919,680	
<u>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>					
SUPPORTIVE HOUSING PROGRAMS CLUSTER					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	\$ 88,692	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	27,968	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	89,782	
			TOTAL	206,442	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	53,911	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	93,044	
			HUD TOTAL	\$ 353,397	
<u>US DEPARTMENT OF ENERGY</u>					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0006169	\$ 187,695	
			DOE TOTAL	\$ 187,695	
<u>US DEPARTMENT OF LABOR</u>					
WIA/WIOA CLUSTER					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	\$ 395,620	
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53380000-102-500731	71,334	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53360000-102-500731	68,341	
			CLUSTER TOTAL	139,675	
			DOL TOTAL	\$ 535,295	
			TOTAL	\$ 17,205,653	\$ 2,098,435

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'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 Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2018. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2018.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Corporation for National and Community Service, Senior Companion Program, 94.016
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Sara A. Lewko, <i>President</i>	Theresa M. Cromwell
David Siff, Esq., <i>Vice President</i>	Susan Koerber
Dennis Martino, <i>Secretary-Clerk</i>	Christine Averill
Safiya Wazir, <i>Treasurer</i>	Kathryn Hans
Kathy Goode	Robert (Bob) Krieger, Deputy Sheriff
Heather Brown	Ben Wilson

Current fiscal year (3/1/19 – 2/28/20) board meetings – 3/14/19, 5/30/19, 9/12/19, 11/14/19, 1/9/20

SIOBHAN CONNELLY

EDUCATION	LESLEY UNIVERSITY NAROPA UNIVERSITY KEENE STATE COLLEGE	CAMBRIDGE, MA — PSYCHOLOGY, 2011 - 2015 BOULDER, CO — INTERDISCIPLINARY STUDIES, 2008 - 2009 KEENE, NH — PSYCHOLOGY, 2005 - 2006
EXPERIENCE	BELKNAP COUNTY HEALTHY FAMILIES AMERICA, LACONIA, NH <i>Program Manager/Supervisor/Family Assessment Worker</i>	5/2017-PRESENT
	<ul style="list-style-type: none"> - Oversees Home Visiting Program by translating Performance Standards into dynamic approaches to work with families, track the programs successes and make plans around opportunities of growth. - Supervises the Home Visitor using Clinical, Administrative, and especially Reflective components. - Ensures work with families includes safety considerations, is goal oriented, and progress is captured appropriately in physical and electronic files; ensures data reports are accurate and sent to the State in a timely manner. - Maintains relationships with partnering programs in the county. 	
	BELKNAP COUNTY HEALTHY FAMILIES AMERICA, Laconia, NH <i>Home Visitor/Family Resource Specialist</i>	3/2015-5/2017
	<ul style="list-style-type: none"> - Integral team member in seeing program through first accreditation process and acquisition. - Assists families to overcome barriers via community resources and promotes self-directed growth - Enhances parent-centered development with child-centered advocacy including promoting awareness of safe family practices - Ensures safety of children through home-based visits and reports appropriately in cases of evidenced child abuse or neglect 	
	COMMUNITY BRIDGES: FORENSIC DEPARTMENT, Concord, NH <i>Intern</i>	12/2014-5/2015
	<ul style="list-style-type: none"> - Updated consumer information via HRST, AWARDS, and DocSTAR - Verified consumer's ISP and Behavioral Plan goals were documented properly 	
	SUDHA STUDIO, Meredith, NH <i>Lead Yoga Instructor</i>	6/2014-12/2016
	<ul style="list-style-type: none"> - Coordinated with local studios for workshops and guest teaching opportunities - Practiced emotional stability throughout stressful situations - Encouragement of a healthy lifestyle by providing emotional support to practitioners with active listening, centering, motivational techniques and a deliberate physical practice 	
	COMMUNITY BRIDGES, Bow, NH <i>Group Home Direct Care Support Staff</i>	9/2009-12/2011
	<ul style="list-style-type: none"> - Accounted for the care of three non-ambulatory and nonverbal individuals with various genetic conditions - Advocated for the individuals during community activities and in medical settings - Maintained a sanitary and positive environment, ADL's, and transportation to extracurricular programs 	
	COMMUNITY BRIDGES, Bow, NH <i>Private Direct Care Support Staff</i>	6/2007-4/2008
	<ul style="list-style-type: none"> - Part of a diligent 24 hour care team for a woman experiencing progressed Multiple Sclerosis - Provided transportation to appointments and leisure activities - Authorized Medication Administrator Exam completed (score: 100%) - Assisted with daily life needs, medication administration, and regularly guided meditation techniques 	
COMMUNITY WORK	THRIVE, Laconia, NH <i>Committee Member</i>	9/2016-Present
	<ul style="list-style-type: none"> - Participates in collaborative effort to build program advocating importance of early childhood 	
	HUMAN RIGHTS COMMITTEE, Concord, NH <i>Committee Member</i>	7/2015-12/2017
	<ul style="list-style-type: none"> - Reviews and oversees Level III Behavioral plans implemented by service providers in Region IV 	
	MAINSTAY: INGRAHAM INC., Portland, ME <i>Yoga Instructor</i>	2/2010-5/2010
	<ul style="list-style-type: none"> - Instructed yoga to girls living in a youth safe house 	

RYAN A. MARCHAND

MISSION

I'm interested in re-introducing myself into the personal care field, where I can benefit families with the professional and personal skills I've honed.

EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Inc.

Home Visitor, Healthy Families America, Laconia/Belmont, NH — 2018 – Present

As a Home visitor, I'm responsible for building relationships with new and expecting parents in the area, as well as connecting them with community resources to promote a sense of happiness and security for participating families.

Grocery Buyer, Sunflower Natural Foods, Laconia, NH — 2012 – 2018

My main duties involve purchasing all food inventory, managing interaction with distributors, and building meaningful community relationships. I am always focused on creating a comfortable space for customers to not only shop in, but learn about healthy lifestyles.

DSP, Goodwill Industries of NNE, Portland, ME — 2008 - 2012

As a Direct Support Professional balancing time between two group homes, I had many duties such as assisting with domestic tasks, finance and schedule management (bills and doctor appointments), med administration, case documentation, and community involvement/goal attainment through person-centered planning.

EDUCATION

Lakes Region Community College, Laconia, NH — Computer Technologies, 2013 - 2015

Plymouth State University, Plymouth, NH — BA, Communications, 2007

SKILLS SUMMARY

- Parent to a three-year-old, completion of Prepared Childbirth at Speare Memorial Hospital
- Various DSP trainings (CPR, CRMA, de-escalation)
- Dependability, collaboration and friendliness as a baseline in home and work life
- Excellent time and resource management skills, flexible and pragmatic problem solving
- Administrative organization with special attention to confidentiality
- Microsoft Office Suite expertise (Word, Excel, PowerPoint, Outlook, Access)

References available upon request

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Health and Human Services

Home Visiting New Hampshire – Healthy Families America (HVNH-HFA)

7/01/2019 – 6/30/2020

KEY PERSONNEL SALARIES AND ALLOCATION

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Siobhan Connelly	Program Supervisor/Mgr./FAW	\$36,020.40	100%	\$36,020.40
Ryan Marchand	Home Visitor	\$37,092.64	100%	\$37,092.64



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

May 2, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **sole source** agreements with the vendors listed below, in an amount not to exceed \$4,407,387, to provide the provision of home visiting services to expectant women and newly parenting individuals, July 1, 2018 upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Vendor	Vendor Code	Address	Amount
Community Action of Belknap- Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302-1016	\$285,941
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$424,152
Child and Family Services of New Hampshire	177166-B002	City of Manchester, Hillsborough, Merrimack and Rockingham Counties	\$2,220,473
The Family Resource Center at Gorham	162412-B001	Grafton and Coos County	\$737,613
TLC Family Resource Center	170625-B001	109 Pleasant Street Claremont, NH 03743	\$234,000
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$192,978
VNA at HCS, Inc.	177274-B002	312 Marlboro Street Keene, NH 03431	\$312,230
Total:			\$4,407,387

Funds are available in the following account in State Fiscal Years 2019 and are anticipated to be available in State Fiscal Years 2020 and 2021, upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class	Title	Activity Code	Amount
2019	102-500731	Contracts for Program Svcs	90083200	\$1,958,839
2020	102-500731	Contracts for Program Svcs	90083201	\$1,958,839
2021	102-500731	Contracts for Program Svcs	90083201	\$489,709
			Total:	\$4,407,387

EXPLANATION

This request is **sole source** because these vendors are the only vendors certified to provide the evidence based home visiting model "Healthy Families America" as approved by the Division of Public Health Services and federal funders. Additionally, these vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs available in their community. Home Visiting utilizes an approved Maternal Infant Early Childhood Home Visiting model along with permanent partners within each community providing an array of services to assist in family support and strengthening services to more New Hampshire citizens, statewide. Funds will allow the vendors to provide services to 255 households in need through September 30, 2020. The vendors have demonstrated their ability to provide these services.

The purpose of these agreements is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child growth and development. Home visitation programs can be an effective early-intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services to families at risk.

These agreements contain language in Exhibit C-1, Revisions to General Provisions that allow the Department to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

The vendors will provide home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers will visit families in their homes to provide educational information, depression and developmental screening, and connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline.

Should the Governor and Executive Council not approve this request, many of the most at risk New Hampshire families may not receive access to resources and family support and strengthening services necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Federal Funds, CFDA # 93.870, US Department of Health and Human Services, Health Resources and Services Administration, FAIN #'s are: X10MC29490 (4/1/16 – 9/30/18) X10MC31156) (9/30/17 – 9/29/19).

In the event that federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully Submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Home Visiting Services SS-2019-PDHS-05-HOMEV-01

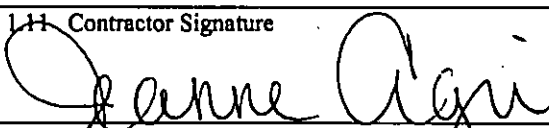


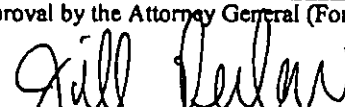
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive Concord, NH 03302-10166	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$285,941
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeanne Agri, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 5/24/2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/4/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."
- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Belknap/Merrimack County	13 families	13 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority



demographics below:

- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
[http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grant/s/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017 .pdf](http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grant/s/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf)
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.



- 2.5.2. Support the Family.
- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license



to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.

- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:



- 4.5.1. Information regarding accomplishments and challenges for the program.
- 4.5.2. Systemic barriers.
- 4.5.3. Action plans to address barriers.
- 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

- Measure:** 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.
- Goal:** All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.
- Definition:** **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum



Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records

6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).



Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS																																																	
Case-Weight Categories:																																																	
1	2	3	0.5	0.25	Total																																												
0	0	0	0	0	0																																												
Families Served per category																																																	
# of Monthly HV Capacity Utilized																																																	
HFAH	HSAH	Difference																																															
#DV/DI	#DV/DI	#DV/DI																																															
Service Utilization																																																	
Prenatal	Level 1-4	Temporary	Permanent																																														
0	0	0	0																																														
Families in Case-Weight Categories			LIA Capacity Utilized, All FSWs		Service Utilization																																												
<table border="1"> <tr><td>14</td><td></td></tr> <tr><td>12</td><td></td></tr> <tr><td>10</td><td></td></tr> <tr><td>8</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>0</td><td></td></tr> </table>			14		12		10		8		6		4		2		0		<table border="1"> <tr><td>1200</td><td></td></tr> <tr><td>1000</td><td></td></tr> <tr><td>800</td><td></td></tr> <tr><td>600</td><td></td></tr> <tr><td>400</td><td></td></tr> <tr><td>200</td><td></td></tr> <tr><td>0</td><td></td></tr> </table>		1200		1000		800		600		400		200		0		<table border="1"> <tr><td>12</td><td></td></tr> <tr><td>10</td><td></td></tr> <tr><td>8</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>0</td><td></td></tr> </table>	12		10		8		6		4		2		0	
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0 0 0 0 0			0% 0%		0 0 0 0																																												
0.5 0.25 Total			% of Monthly HV Capacity Utilized		Service Utilization																																												

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = _____ SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ <hr/> <div style="background-color: #cccccc; height: 15px; width: 100%;"></div>	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

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

Bidder/Program Name: Community Action Belknap Merrimack Counties

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (9FY 2018)

Line Item	Total Program Cost			Contractor Rate / Match			Funded by BHH9 contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 71,443.00	\$ 1,555.00	\$ 72,998.00	\$ -	\$ -	\$ -	\$ 71,443.00	\$ 1,555.00	\$ 72,998.00
2. Employee Benefits	\$ 31,902.00	\$ 450.00	\$ 32,352.00	\$ -	\$ -	\$ -	\$ 31,902.00	\$ 450.00	\$ 32,352.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	\$ 325.00	\$ 325.00
6. Travel	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
7. Occupancy	\$ 4,185.00	\$ -	\$ 4,185.00	\$ -	\$ -	\$ -	\$ 4,185.00	\$ -	\$ 4,185.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 175.00	\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ 175.00	\$ 175.00
Insurance	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ 600.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
11. Staff Education and Training	\$ 3,050.00	\$ -	\$ 3,050.00	\$ -	\$ -	\$ -	\$ 3,050.00	\$ -	\$ 3,050.00
12. Subcontracts/Agreements	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NFA Affiliation/Accreditation	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 124,080.00	\$ 3,005.00	\$ 127,085.00	\$ -	\$ -	\$ -	\$ 124,080.00	\$ 3,005.00	\$ 127,085.00

Indirect As A Percent of Direct

2.4%

Exhibit B-2, Budget Sheet

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

Bidder/Program Name: Community Action Belknap Merrimack Counties

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2020 (BFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct (Incremental)	Indirect / Fixed	Total	Direct (Incremental)	Indirect / Fixed	Total	Direct (Incremental)	Indirect / Fixed	Total
1. Total Salary/Wages	\$ 72,844.00	\$ 1,555.00	\$ 74,399.00	\$ -	\$ -	\$ -	\$ 72,844.00	\$ 1,555.00	\$ 74,399.00
2. Employee Benefits	\$ 30,501.00	\$ 450.00	\$ 30,951.00	\$ -	\$ -	\$ -	\$ 30,501.00	\$ 450.00	\$ 30,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	\$ 325.00	\$ 325.00
6. Travel	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
7. Occupancy	\$ 4,185.00	\$ -	\$ 4,185.00	\$ -	\$ -	\$ -	\$ 4,185.00	\$ -	\$ 4,185.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auch and Legal	\$ -	\$ 175.00	\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ 175.00	\$ 175.00
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
11. Staff Education and Training	\$ 3,050.00	\$ -	\$ 3,050.00	\$ -	\$ -	\$ -	\$ 3,050.00	\$ -	\$ 3,050.00
12. Subcontracts/Agreements	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Attestation/Accreditation	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
TOTAL	\$ 124,840.00	\$ 3,005.00	\$ 127,845.00	\$ -	\$ -	\$ -	\$ 124,840.00	\$ 3,005.00	\$ 127,845.00

Indirect As A Percent of Direct

2.4%

Exhibit B-3, Budget Sheet

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

Bidder/Program Name: Community Action Belknap Merrimack Counties

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salary/Wages	\$ 18,211.00	\$ 390.00	\$ 18,601.00	\$ -	\$ -	\$ -	\$ 18,211.00	\$ 350.00	\$ 18,601.00
2. Employee Benefits	\$ 7,825.00	\$ 112.00	\$ 7,937.00	\$ -	\$ -	\$ -	\$ 7,825.00	\$ 112.00	\$ 7,937.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ 80.00	\$ 80.00
7. Occupancy	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00	\$ -	\$ 425.00
8. Current Expenses	\$ 1,048.00	\$ -	\$ 1,048.00	\$ -	\$ -	\$ -	\$ 1,048.00	\$ -	\$ 1,048.00
Telephone	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 45.00	\$ 45.00	\$ -	\$ -	\$ -	\$ -	\$ 45.00	\$ 45.00
Insurance	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 125.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 188.00	\$ -	\$ 188.00	\$ -	\$ -	\$ -	\$ 188.00	\$ -	\$ 188.00
11. Staff Education and Training	\$ 782.00	\$ -	\$ 782.00	\$ -	\$ -	\$ -	\$ 782.00	\$ -	\$ 782.00
12. Subcontracts/Agreements	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Application/Accreditation	\$ 482.00	\$ -	\$ 482.00	\$ -	\$ -	\$ -	\$ 482.00	\$ -	\$ 482.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 31,018.00	\$ 782.00	\$ 31,771.00	\$ -	\$ -	\$ -	\$ 31,018.00	\$ 782.00	\$ 31,771.00

Indirect As A Percent of Direct 2.4%



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity, including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Renewal:**

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

5/24/2018
Date


Name: Jeanne Agri
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

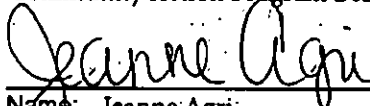
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.



Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

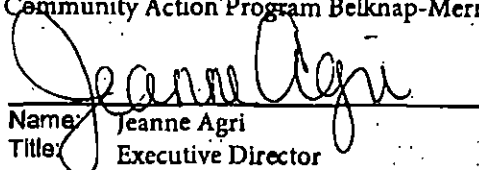
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date

Contractor Initials JA
Date 5.24.18



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

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

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

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

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

Exhibit G

Contractor Initials

JA

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

5/24/2018

Date


Name: Jeanne Agri
Title: Executive Director

Exhibit G

Contractor Initials: JA

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



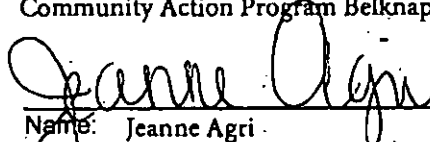
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**

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

JA



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

JA

Date

5.24.18



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

JA

Date

5-24-18



Exhibit I

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

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

Department of Health and Human Services

The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPNS
Title of Authorized Representative

5/31/18
Date

Community Action Program
Belknap-Merrimack Counties, Inc.

Name of the Contractor
[Signature]
Signature of Authorized Representative

Jeanne Agri
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/24/2018
Date



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

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

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

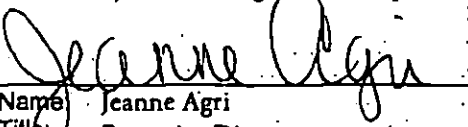
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



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: 07-399-7504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

JA

5.21.18

**New Hampshire Department of Health and Human Services
Home Visiting Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Home Visiting Services Contract**

This 1st Amendment to the Home Visiting Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 642 Central Avenue, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:
\$492,727.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #1, Method and Conditions Precedent to Payment.
5. Add Exhibit B-4 Budget – Amendment #1.

CAP

8/21/19

New Hampshire Department of Health and Human Services
Home Visiting Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/23/19
Date

[Signature]
Lisa Morris
Director

Community Action Partnership of Strafford County

August 21st 2020
Date

[Signature]
Name: Betsy Andrews Parker
Title: CEO

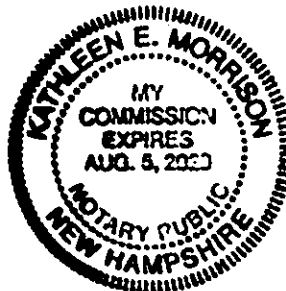
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on Aug 21st 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Kathleen Morrison, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug 5th 2020




New Hampshire Department of Health and Human Services
Home Visiting Services



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

OFFICE OF THE ATTORNEY GENERAL

8/20/2019
Date


Name: Nancy J. Smith
Title: Sr. Asst. Atty Gen.

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with:
 - 2.1. Federal Funds from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), in accordance with the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.870, Federal Award Identification Numbers (FAINs) X10MC29490, X10MC31156 and X10MC32206 (<https://www.cfda.gov>).
 - 2.2. Other Funds from Governor Commission Funds.
3. Payment for expenses shall be on a cost reimbursement basis for allowable costs only in accordance with Exhibit B-1 Budget, Exhibit B-2 Budget, Exhibit B-3 Budget and Exhibit B-4 Budget – Amendment #1.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit invoices by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail shall be included with submission of each invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract end date. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-4 Budget - Amendment #1

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

Bidder/Program Name: Community Action Partnership of Stafford County

Budget request for: Home visiting services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 37,440.00	\$ -	\$ 37,440.00	\$ -	\$ -	\$ -	\$ 37,440.00	\$ -	\$ 37,440.00
2. Employee Benefits	\$ 11,232.00	\$ -	\$ 11,232.00	\$ -	\$ -	\$ -	\$ 11,232.00	\$ -	\$ 11,232.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 330.56	\$ -	\$ 330.56	\$ -	\$ -	\$ -	\$ 330.56	\$ -	\$ 330.56
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
7. Occupancy	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ 9,722.44	\$ 9,722.44	\$ -	\$ -	\$ -	\$ -	\$ 9,722.44	\$ 9,722.44
TOTAL	\$ 58,832.56	\$ 9,722.44	\$ 68,555.00	\$ -	\$ -	\$ -	\$ 58,832.56	\$ 9,722.44	\$ 68,555.00

Indirect As A Percent of Direct 16.52%

Initials: *EWJ*
Date: 8/21/19

NONPROFIT RATE AGREEMENT

EIN: 02-0268636

DATE: 03/18/2019

ORGANIZATION:

FILING REF.: The preceding agreement was dated 11/20/2017

Community Action Partnership of Strafford County

642 Central Ave.

Dover, NH 03821-0160

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	01/01/2017	12/31/2017	16.52	On-Site	All Programs
PROV.	01/01/2018	12/31/2021	16.52	On-Site	All Programs

*BASE

Total direct costs excluding capital expenditures (building, individual items of equipment; alterations and renovations), and that portion of each subaward in excess of \$25,000.

ORGANIZATION: Community Action Partnership of Strafford County
AGREEMENT DATE: 3/18/2019

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

(1) Grantee charges all costs direct to grants and/or contracts except the costs listed below:

A. Salaries and wages of agency-wide employees are as follows: Executive Director/CEO, Finance Director, Finance Manager, Bookkeeper (2), Fiscal Project Coordinator, Human Resources Manager, Executive Assistant (3) and Receptionist - All 100% and Director of Administrative Services - 31%, Communications Director-55%, Bookkeeper-<1%, and Maintenance - <1%.

B. Leave and fringe benefits for above personnel only are included in the indirect cost pool.

C. Other expenses - Administrative portion only: insurance, training, contractual services, utilities, payroll service, accounting system, supplies, postage, printing & copying, dues, travel, IT support, repairs & maintenance, occupancy and miscellaneous.

(2) Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

(3) The indirect cost rate has been negotiated in compliance with the Administration for Children and Families Program Instruction (ACF-PI-HS-08-03) dated 5/12/2008, which precludes recipients of Head Start grants to use any Federal funds to pay for any part of the compensation of an individual either as a direct cost or any pro-ration as an indirect cost if that individual's compensation exceeds the rate payable of an Executive Level II. As of January, 2018, the rate of compensation for an Executive Level II is \$189,600 per year.

(4) Your next proposal based on actual costs for the fiscal year ending 12/31/18 is due in our office by 06/30/19.

ORGANIZATION: Community Action Partnership of Strafford County
AGREEMENT DATE: 3/18/2019

State of New Hampshire

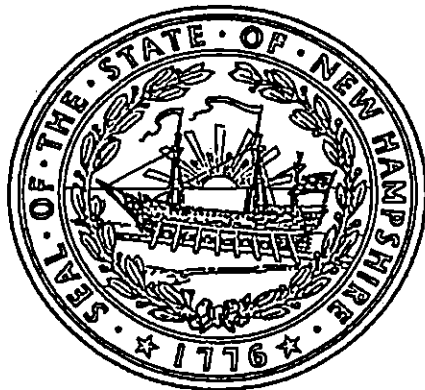
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65583

Certificate Number : 0004489362



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Action Partnership of Strafford County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on October 17, 2018.
(Date)

RESOLVED: That the Betsy Andrews Parker, Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 21 day of August, 2019.
(Date Contract Signed)

4. Betsy Andrews Parker is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jean Miccolo
(Signature of the Elected Officer)
Jean Miccolo

STATE OF NEW HAMPSHIRE

County of Strafford

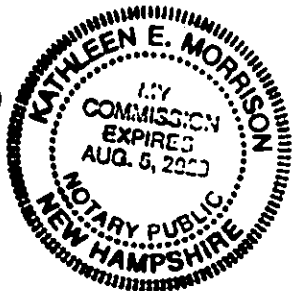
The forgoing instrument was acknowledged before me this 21st day of August, 2019.

By Jean Miccolo
(Name of Elected Officer of the Agency)

Kathleen Morrison
(Notary Public)
Kathleen E. Morrison

(NOTARY SEAL)

Commission Expires: August 5, 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2019

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com FAX (A/C, No): (603) 622-4618	
INSURED Community Action Partnership of Strafford County DBA: Strafford CAP PO Box 160 Dover NH 03821-1060		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: Eastern Alliance Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22292	

COVERAGES **CERTIFICATE NUMBER:** 18/19 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHVA192135	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ Included Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AWVA156930	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		UHVA192136	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01-0000133794-00	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property		ZHVA192135	12/31/2018	12/31/2019	Blanket Limit \$900,150

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Comp: 3A State: NH

State of New Hampshire, Dept of Health and Human Services
 129 Pleasant St
 Concord NH 03301

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire, Dept of Health and Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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MISSION

To educate, advocate and assist people
in Strafford County to help meet
their basic needs and promote
self-sufficiency



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

**FOR THE YEARS ENDED
DECEMBER 31, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2017 AND 2016

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To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2017.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2017 and 2016, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2017 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Partnership of Strafford County's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated August 15, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 21, 2018, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

*Leon, McDannell & Roberts
Professional Association*

June 21, 2018
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 361,179	\$ 517,916
Accounts receivable	1,094,461	1,191,955
Contributions receivable	115,800	-
Tax credits receivable	172,000	8,000
Inventory	11,532	8,724
Prepaid expenses	9,609	19,677
	<u>1,764,581</u>	<u>1,746,272</u>
TOTAL CURRENT ASSETS		
Security deposits	5,350	24,140
Property, net of accumulated depreciation	1,195,445	927,051
Other noncurrent assets	12,500	12,500
	<u>1,213,295</u>	<u>963,691</u>
TOTAL NONCURRENT ASSETS		
	<u>\$ 2,977,876</u>	<u>\$ 2,709,963</u>
TOTAL ASSETS		
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 105,377	\$ 72,673
Accounts payable	217,582	363,064
Accrued payroll and related taxes	137,448	141,753
Accrued compensated absences	100,965	79,490
Refundable advances	391,376	438,285
Other current liabilities	20,789	-
	<u>973,537</u>	<u>1,095,265</u>
TOTAL LIABILITIES		
NET ASSETS		
Unrestricted		
Undesignated	1,260,844	1,204,103
Board designated	307,315	307,315
	<u>1,568,159</u>	<u>1,511,418</u>
TOTAL UNRESTRICTED		
Temporarily restricted	436,180	103,280
	<u>2,004,339</u>	<u>1,614,698</u>
TOTAL NET ASSETS		
	<u>\$ 2,977,876</u>	<u>\$ 2,709,963</u>
TOTAL LIABILITIES AND NET ASSETS		

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
CHANGE IN NET ASSETS				
REVENUES AND OTHER SUPPORT				
Grant revenue	\$ 7,454,864	\$ -	\$ 7,454,864	\$ 7,531,691
Fees for service	333,487	-	333,487	258,396
Rent revenue	19,472	-	19,472	11,718
Public support	147,071	342,260	489,331	216,229
In-kind donations	735,069	-	735,069	577,850
Interest	127	-	127	1,312
Fundraising	87,215	-	87,215	64,282
Other revenue	<u>(2,106)</u>	<u>-</u>	<u>(2,106)</u>	<u>3,091</u>
 Total revenues and support	 8,775,199	 342,260	 9,117,459	 8,664,569
 NET ASSETS RELEASED FROM RESTRICTIONS	 <u>9,360</u>	 <u>(9,360)</u>	 <u>-</u>	 <u>-</u>
 Total revenues, support, and net assets released from restrictions	 <u>8,784,559</u>	 <u>332,900</u>	 <u>9,117,459</u>	 <u>8,664,569</u>
 EXPENSES				
Program services				
Child services	3,973,078	-	3,973,078	3,812,180
Community services	780,471	-	780,471	606,156
Energy assistance	2,154,833	-	2,154,833	2,135,921
Housing	409,543	-	409,543	374,836
Weatherization	391,107	-	391,107	247,856
Workforce development	<u>150,178</u>	<u>-</u>	<u>150,178</u>	<u>178,651</u>
 Total program services	 7,859,210	 -	 7,859,210	 7,355,600
 Supporting activities				
Management and general	790,496	-	790,496	732,223
Fundraising	<u>78,112</u>	<u>-</u>	<u>78,112</u>	<u>64,919</u>
 Total expenses	 <u>8,727,818</u>	 <u>-</u>	 <u>8,727,818</u>	 <u>8,152,742</u>
 CHANGE IN NET ASSETS	 56,741	 332,900	 389,641	 511,827
 NET ASSETS, BEGINNING OF YEAR	 <u>1,511,418</u>	 <u>103,280</u>	 <u>1,614,698</u>	 <u>1,102,871</u>
 NET ASSETS, END OF YEAR	 <u>\$ 1,568,159</u>	 <u>\$ 436,180</u>	 <u>\$ 2,004,339</u>	 <u>\$ 1,614,698</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 389,641	\$ 511,827
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	84,399	53,517
(Increase) decrease in assets:		
Accounts receivable	97,494	(477,626)
Contributions receivable	(115,800)	-
Tax credits receivable	(164,000)	(8,000)
Inventory	(2,808)	-
Prepaid expenses	10,068	(18,377)
Security deposits	18,790	527
Increase (decrease) in liabilities:		
Accounts payable	(145,482)	280,139
Accrued payroll and related taxes	(4,305)	20,739
Accrued compensated absences	21,475	(2,388)
Refundable advances	(46,909)	(29,071)
Other current liabilities	20,789	(24,399)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>163,352</u>	<u>306,888</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(352,793)</u>	<u>(502,144)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(352,793)</u>	<u>(502,144)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings (repayments) on demand note payable	<u>32,704</u>	<u>(728)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>32,704</u>	<u>(728)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(156,737)	(195,984)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>517,916</u>	<u>713,900</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 361,179</u>	<u>\$ 517,916</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 6,251</u>	<u>\$ 3,322</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Intermediate (Allocation) Pools	Management and General	Fundraising	2017 Total	2016 Total
Payroll	\$ 1,584,887	\$ 304,780	\$ 286,047	\$ 57,022	\$ 47,329	\$ 78,824	\$ 2,657,789	\$ 113,337	\$ 515,173	\$ 27,803	\$ 3,314,102	\$ 3,229,192
Payroll taxes	155,402	22,972	21,982	4,723	3,580	6,367	215,038	8,280	40,468	2,098	285,890	288,778
Fringe benefits	174,365	35,823	40,836	5,302	6,208	11,453	273,780	12,184	31,427	2,886	320,246	289,948
Weatherization material, fuel and client assistance	85,880	22,329	1,724,551	189,525	300,926	14,291	2,317,502	-	-	-	2,317,502	2,114,286
In-kind expenses	490,927	196,086	-	26,081	5,382	-	723,486	-	-	11,803	735,069	577,850
Consultants and contract labor	262,578	9,498	6,864	106,135	620	971	386,464	16,167	53,898	274	466,803	134,484
Consumable supplies	208,950	90,208	2,402	1,859	1,680	4,880	310,930	14,436	17,596	3,621	346,582	358,493
Rent	290,038	22,415	29,557	8,301	6,968	25,391	382,671	(251,905)	36,180	3,520	170,466	145,634
Repairs and maintenance	10,830	11,520	10,318	6,107	-	951	38,526	80,873	22,481	7,152	150,032	78,835
Utilities	98,527	5,328	10,082	13,008	1,150	4,049	132,146	(8,375)	14,858	457	138,086	142,579
Insurance	89,440	5,857	1,792	5,276	3,188	1,248	106,802	11,401	17,875	184	136,172	175,633
Meetings, events and training	70,875	10,488	2,353	235	7,900	29	91,887	386	36,358	3,117	131,748	40,742
Depreciation	52,337	25,910	98	3,733	-	2,320	84,398	-	-	-	84,398	34,361
Travel	80,430	8,541	3,471	877	1,644	927	75,890	(14,542)	11,315	2,324	74,947	53,517
Copying and postage	8,400	7,553	9,317	26	88	147	25,541	20	13,865	5,142	44,568	24,364
Retirement	12,888	2,149	1,158	428	475	257	17,354	281	7,838	-	25,571	14,881
Equipment and computer	7,064	(6,981)	4,028	24	981	93	6,139	12,537	4,834	38	23,648	148,448
Interest expense	-	3,314	-	-	2,837	-	6,251	-	-	-	6,251	2,449
Indirect costs	-	-	-	-	-	-	-	-	(34,821)	-	(34,821)	271,832
Property taxes	-	-	-	-	-	-	-	-	-	-	-	3,322
Other program support	2,434	3,181	173	-	30	-	5,828	-	854	7,906	14,688	29,233
Total expenses	\$ 3,073,078	\$ 780,471	\$ 2,154,833	\$ 406,543	\$ 391,107	\$ 150,178	\$ 7,859,210	\$ -	\$ 790,498	\$ 78,112	\$ 8,727,818	\$ 8,152,742

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

In addition to its administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measureable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

The financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets

and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Agency.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

At December 31, 2017 and 2016 the Agency had unrestricted and temporarily restricted net assets.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

Fair Value of Financial Instruments

Accounting Standard Codification No. 825, "Financial Instruments," requires the Agency to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, inventory, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximate fair value because of the short maturity of those instruments.

Inventory

Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

Property and Depreciation

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated \$84,399 and \$53,517 for the years ended December 31, 2017 and 2016, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$100,965 and \$79,490 at December 31, 2017 and 2016, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years 2014 through 2017 and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2017 and 2016 amounted to \$22,984 and \$21,352, respectively.

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$232,667 and \$322,524 for the years ended December 31, 2017 and 2016, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$86,313 and \$49,673 for the years ended December 31, 2017 and 2016, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$121,757 and \$294,332, respectively, for the year ended December 31, 2017. For the year ended December 31, 2016, the estimated fair value of these food commodities and goods was determined to be \$159,190 and \$46,463, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

NOTE 2. PROPERTY

As of December 31, 2017 and 2016, property consisted of the following:

	<u>2017</u>	<u>2016</u>
Land, buildings and improvements	\$ 1,268,065	\$ 926,666
Furniture, equipment and machinery	539,213	522,213
Vehicles	249,779	249,779
Construction in progress	<u>-</u>	<u>5,607</u>
Total	2,057,057	1,704,265
Less accumulated depreciation	<u>861,612</u>	<u>777,214</u>
Net property	<u>\$ 1,195,445</u>	<u>\$ 927,051</u>

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2017 and 2016. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable fully collectible; accordingly, no allowance for contributions receivable has been recorded.

Total unconditional promises to give were as follows at December 31, 2017:

Within one year	\$ 52,400
In two to five years	26,400
Thereafter	<u>37,000</u>
	<u>\$ 115,800</u>

NOTE 5. TAX CREDIT PROGRAM

The New Hampshire Community Development Finance Authority's Tax Credit Program allows New Hampshire businesses to contribute to not-for-profit community, housing and economic development projects and receive a 75% New Hampshire state tax credit that can be applied against New Hampshire business profits, business enterprise and insurance premium taxes. Through this Tax Credit Program, the Agency recognized contribution revenue of \$164,000 and \$8,000 for the years ended December 31, 2017 and 2016, respectively. At December 31, 2017 and 2016, the Agency had tax credits receivable of \$172,000 and \$8,000, respectively.

NOTE 6. PLEGGED ASSETS

As described in Note 7, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement.

NOTE 7. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due in September 2018. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 5.50% and 4.75% at December 31, 2017 and 2016, respectively. The note is collateralized by all the assets of the Agency.

NOTE 8. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2017 and 2016, temporarily restricted net assets consisted of the following:

	<u>2017</u>	<u>2016</u>
Bank of New Hampshire - Summer Meals	\$ 3,094	\$ 971
Building Campaign - Pledges	121,908	-
Building Campaign - Tax Credits	172,000	8,000
Envoy Mortgage - Summer Meals	1,500	-
Fuel Vendor - Returned of Federal Funds	6,123	4,219

Holy Rosary Credit Union - Homelessness	207	-
Hub - Family Resource Center	27,892	27,892
Individual Donor - Heat & Hot Water	2,868	-
Individual Donors Grab N Go – Summer Weekend Meals	1,418	-
Municipal - Homelessness	6,838	-
Municipal - Homelessness	4,500	-
New Hampshire Charitable – Thomas Haas Heat & Hot Water	11,719	-
New Hampshire Charitable – Thomas Haas Heat & Hot Water	8,000	-
New Hampshire Charitable Foundation – Bundled Services	37,305	20,247
New Hampshire Charitable Foundation – Homelessness	1,000	-
Nute Charitable Trust - Fuel Assistance	1,500	-
Optima Bank - Security Deposits	18,425	27,620
Share Our Strength – Summer Meals	-	13,995
Split Interest Clients - Security Deposits	5,385	-
Split Interest Clients - Security Deposits	2,450	-
United Way - Homelessness	2,048	336
	<u>2,048</u>	<u>336</u>
 Total	 <u>\$ 436,180</u>	 <u>\$ 103,280</u>

NOTE 9.

LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2017 and 2016, the annual lease/rent expense for the leased facilities was \$155,065 and \$120,523, respectively. Certain equipment is leased by the Agency under the terms of various operating leases.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>December 31</u>	<u>Amount</u>
2018	\$ 91,347
2019	23,857
2020	20,078
2021	19,633
2022	<u>15,697</u>
Total	<u>\$ 170,612</u>

NOTE 10. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2017 and 2016 totaled \$25,570 and \$24,366, respectively.

NOTE 11. CONCENTRATION OF RISK

A large percentage of the Agency's total revenue was received from two contractors, the Federal Government and the State of New Hampshire. It is always considered to be at least reasonably possible that either contractor could be lost in the near term; however, Management feels this risk is of no particular concern at this time.

NOTE 12. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of \$250,000.

NOTE 13. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2017 and 2016.

NOTE 14. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through June 21, 2018, the date the December 31, 2017 financial statements were available for issuance.

SUPPLEMENTARY INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2017

FEDERAL GRANTOR CASE-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Agriculture				
Child and Adult Care Food Program	10.559	State of New Hampshire Department of Education	4300-222	\$ 114,589
Child and Adult Care Food Program	10.559	State of New Hampshire Department of Education	At-Risk After School Care Centers	\$ 62,842
Child Nutrition Cluster				
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Education	4300-222	71,388
Food Distribution Cluster				
Emergency Food Assistance Program (Food Commodities)	10.589	Bellows-Montesack Community Action Partnership	None	184,648
Total U.S. Department of Agriculture				\$ 433,448
U.S. Department of Housing and Urban Development				
Supportive Housing for the Elderly	14.157	Dover Housing Authority	Dover Housing Authority	\$ 25,810
CHDS Entitlement Grants Cluster				
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire		\$ 37,182
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire	City of Dover City of Rochester	\$ 53,246
Community Development Block Grants / State's Program and Non-Entitlement Grants in Housing	14.228	New Hampshire Community Development Finance Authority	18-210-CDFA	84,806
Community Development Block Grants / State's Program and Non-Entitlement Grants in Housing	14.228	New Hampshire Community Development Finance Authority	18-408-EDWD1	17,832
Emergency Solutions Grant Program	14.235	State of New Hampshire Department of Health and Human Services	05-05-42-420010-7827	28,733
Supportive Housing Program	14.235	State of New Hampshire Department of Health and Human Services	010-080-7178-103-0415	34,189
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Services	Community Partners	10,389
Total U.S. Department of Housing and Urban Development				\$ 252,851
U.S. Department of Labor				
WIA Cluster				
WIA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0000	\$ 31,806
WIA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2016-0000	34,351
Total U.S. Department of Labor/WIA Cluster				\$ 66,157
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	01-03-03-024010-7705-074-800087	\$ 135,277
Total U.S. Department of Energy				\$ 135,277
U.S. Department of Health & Human Services				
Aging Cluster				
Special Programs for the Aging - Title III, Part B - Grants for Senior Energy	83.044	State of New Hampshire Division of Elderly and Adult Services	010-048-7872-512-0352	\$ 1,889
Senior Transportation	83.044	State of New Hampshire Department of Health and Human Services, Nutrition & Trans. Services	05-05-48-48010-78720000-513-800082	26,318
Maternal, Infant, and Early Childhood Home Visiting Cluster				
At-Risk Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	83.005	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	05-85-80-802010-6896	185,445
Promoting Safe and Stable Families	83.006	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-085-042-421010-2870000-103-800734-42107308	18,708
TAHF Cluster				
Temporary Assistance for Needy Families	83.858	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-085-045-482010-61-800000-803-800881-42108803	33,000
Temporary Assistance for Needy Families	83.858	Southern New Hampshire Services, Inc.	13-DHHS-8999-CBP-03	82,631
Low-Income Home Energy Assistance	83.998	State of New Hampshire Governor's Office of Energy & Planning	01-03-03-024010-77050000-074-800087	1,888,843
Low-Income Home Energy Assistance	83.998	State of New Hampshire Governor's Office of Energy & Planning	01-03-03-024010-77050000-800087 020-PWP 18A	279,840
Community Services Block Grant	83.999	State of New Hampshire, DHHS, DFA	010-045-7148-083-0415	516,850
Head Start	83.600	Direct Funding	01CH888002 & 01HP000702	3,182,798
Stephanie Tubbs Jones Child Welfare Program	83.645	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-085-042-421010-28880000-103-800734-42108802	740
Social Services Block Grant	83.667	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-085-042-421010-28880000-103-800734-42108802	70,172
Maternal and Child Health Services Block Grant to the States	83.904	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-085-080-802010-51900000-103-800731-80004008	4,800
Total U.S. Department of Health & Human Services				6,271,225
TOTAL				\$ 7,199,887

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2017**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2017.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2017, and have issued our report thereon dated June 21, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Partnership of Strafford County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency as item 2017-001.

Compliance and Other Matters

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

Community Action Partnership of Strafford County's Response to Findings

Community Action Partnership of Strafford County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Community Action Partnership of Strafford County's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

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

*Leon, McDonnell & Roberts
Professional Association*

June 21, 2018
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2017. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Partnership of Strafford County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Partnership of Strafford County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.

Report on Internal Control Over Compliance

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Partnership of Strafford County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon McDonnell & Roberts
Professional Association*

June 21, 2018
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2017**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.
2. One significant deficiency disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, and Community Services Block Grant, CFDA 93.569.
8. The threshold used for distinguishing between Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

2017-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: accrued payroll, pledges receivable and pledge contributions. The adjusting entries were provided by management and in certain cases identified by the auditor.

Criteria: Internal controls should be in place to ensure that the activity of the Organization is being recorded in a timely and accurate manner.

Cause: Controls are not in place to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Views of Responsible Officials and Planned Corrective Action: The Organization is strengthening month end and year end checklist procedures to include additional documentation of completion, backups recorded to 365 and review of entries to ensure timely and accurate journal entries. In addition, the fiscal department is fully staffed to provide the oversight as well as work required to perform the tasks.

**C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS
AUDIT**

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2016**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2016.



2019 Board of Directors

Becky Sherburne, Chair
Hope Morrow Flynn, Vice Chair
Alan Brown, Treasurer
Jean Miccolo, Secretary
Alison Dorow
Marci Theriault
Petros Lazos
Terry Jarvis
Kristen Collins
Vickie Routhier
Thomas Levasseur
Bruce Connick
Don Chick
Erin Zajicek
Cindy Brown
Jason Thomas

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-435-2500
Mailing address: P.O. Box 160, Dover, NH 03821-0160

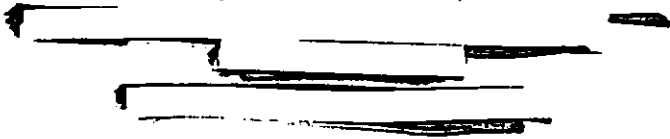
Outreach Offices:

61 Locust Street, Dover 603-460-4237
527 Main Street, Farmington 603-460-4313

Head Start Centers:

62A Whittier Street, Dover 603-285-9460
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-285-9461
184 Maple St. Ext., Somersworth 603-817-5458

Betsy Andrews Parker, MPH



Relevant Experience:

- Developed and awarded over \$2 million in state, private and federal grants for municipal emergency planning, drug free community initiatives, public health prevention and after school programs for Strafford County during tenure at Northern Strafford County Health and Safety Council.
- Grew American Red Cross Great Bay Chapter revenue and staff by 50% in two years; raised over \$100,000 a year in special events and major gifts; increased service delivery by 15%; and re-organized fiscal and operations of two failing chapters in the Red Cross system.
- Secured over \$170,000 in new business contracts for URS Corporation and promoted to manager after first year with company.
- Over ten years experience in Strafford County as a nonprofit professional.

Work Experience:

Homeland Security Public Health Practice Lead, URS Federal Services Inc., 2008 – Present.

- Provide project support to develop, execute, and evaluate a series of Senior Action Officer Preparedness Exercises for the U.S. Department of Health and Human Services focusing on international pandemic influenza containment and response effort, anthrax, presidential transition, medical surge and other public health emergencies.
- Provide recommendations to higher-level Health and Human Services officials regarding proposals, actions, and reports relative to emergency preparedness.
- Revised International Pandemic Influenza Playbook, decision and briefing papers based on Pandemic Influenza Exercise series and H1N1 lessons learned.
- Work with complete spectrum of Government agencies and departments associated with Health and Human Services international response activities.
- Developed Homeland Security compliant Do-It-Yourself training program for U.S. Department of Agriculture focusing on intentional contamination of the national school lunch program.
- Trainer and Public Health Subject Matter Expert, National League of Cities Crisis Management for Elected Officials Training Program.

Executive Director, Northern Strafford County Health & Safety Council, Rochester, NH, 2003 – 2008.

- Created a nonprofit organization with municipal and private partners to coordinate public health initiatives in Northern Strafford County. Organization became a best practice model for public health networks in NH.
- Managed daily operations of a nonprofit organization including: finance, board and staff meetings, public relations, grant writing, staff supervision and program development.
- Grew organization from \$75,000 to over \$450,000 yearly operating budget with five full time staff.

Betsey Andrews Parker, MPH

- Developed bio-terrorism, volunteer management, risk communication, mass vaccine distribution and all health hazard emergency response plans for the six municipalities in Northern Strafford County.
- Designed, conducted, and evaluated a series of workshops, table tops and full scale exercises to test the region's emergency response capacity.
- Provided logistic, public information officer, acute care center manager and long term recovery support to Northern Strafford County region during the following federal declared disasters: floods of 2006 and 2007, ice storm 2008.

Executive Director, American Red Cross Great Bay Chapter, Dover, New Hampshire, 2000-2003.

- Successfully merged Strafford and Seacoast Chapters integrating financial, program service, donors, and volunteers to create largest Chapter (geographic) and third largest fiscal operation in New Hampshire.
- Responsibilities included: development and management of \$580,000 annual budget, coordination of eight staff and two offices, program delivery for health and safety, emergency services, military outreach, and international services, development and special events, public relations, and donor management.
- Managed staff, volunteers, and operations during September 11th crisis including direct service to clients affected by 9/11, processing large-scale donations (in-kind and financial), and management of media.

Health Care Organizer, New Hampshire Citizen Alliance, Concord, NH, 1999-2000.

- Co-facilitator and developer of the Community Health Leaders Project. Responsible for policy analysis, meeting facilitation, preparing and giving testimony before New Hampshire Legislative committees and organizing of New Hampshire consumers to address state policy initiatives.

Consultant, Community Health Institute, Concord, NH, 1998-1999.

- Project Assistant for Turning Point: Collaborating for a New Century in Public Health funded by the Robert Wood Johnson and W.K. Kellogg Foundations. Project Assistant for New England Rural Health Roundtable. Data analysis for New Hampshire Kids Count 1998; assistant editor, designer and contributor of In the Public's Health research and application renewal of Primary Care Health Professional Shortage Area Designations and new Dental Health Professional Shortage Area Designations for the state of New Hampshire.

Education

Masters, Public Health, Boston University, 1998

BS, Health Management and Policy, New Hampshire University, 1995

Professional Societies/Affiliations

Endowment for Health Advisory Board

Rotary Club of Dover, Dover, New Hampshire

Elected to serve on the Dover City Council for Ward One from January 2000 to December

Betsey Andrews Parker, MPH



References for Betsey Andrews Parker

Ms. Janet Atkins, Executive Director
Avis Goodwin Community Health Center
Phone: 516-2550
Email: jatkins@agchc.org

Mr. Greg Burdwood, Executive Director
HUB Family Resource Center
Phone: 749-8800 x22
Email: gburdwood@hubfamilies.org

Ms. Melissa Silvey, Program Coordinator
One Voice for Southeastern NH
Phone: 866.0235
Email: cpccordinatorf@metrocast.net

ELENA V. ENGLE, MPA

EDUCATION

Master of Public Administration December, 2006
Troy University, Troy Alabama: Florida Region

Bachelor of Arts in Sociology December, 2000
University of Central Florida: Orlando, Florida

SUMMARY OF QUALIFICATIONS

- Strong knowledge of the Head Start Performance Standards, Early Learning Outcomes Framework, Head Start Act, Uniform Guidance, Best Practice Standards for Healthy Families America.
- Experience with federal grant writing/grant management.
- Demonstrated experience writing successfully state funded proposals.
- Experience successfully overseeing multiple agencies through an accreditation; The Council on Accreditation (COA), Praesidium, Inc., and Healthy Families America (HFA).
- Experience developing, analyzing and managing budgets.
- Leadership experience in government and non-profit spanning across 16 years.
- Former member of Toastmasters International.
- Strong computer skills in Microsoft Office (Word, Excel, PowerPoint, Excel)
- Experience utilizing multiple databases for tracking and analyzing client data, financial data in government, non-profit and the banking field.

EMPLOYMENT

Community Action Partnership of Strafford County- Dover, NH September, 2014 - Present
Child and Family Services Director October, 2018 - Present

- Responsible for the administration and oversight of the Head Start, Home Visiting, Child Care and Food & Nutrition Programs for the agency.
- Develops, analyzes, manages program grants, contracts and budgets (approximately \$3.4 million/annually).
- Develops and implements new programming as funding becomes available.
- Direct supervision of all Program Managers.

Contracts & Data Quality Manager September, 2014-September, 2018

- Managed grants, contracts, accreditations and data for state and federally funded programs.
- Oversaw the ongoing monitoring, self-assessments and annual program improvement plans.
- Developed, analyzed and managed program budgets and non-federal match requirements for Head Start and state funded Home Visiting programs (approximately \$3.8 million/annually).

City of Rochester - Rochester, NH November, 2012 – August, 2014
Community Development Specialist

- Developed investments for the Community Development Block Grant Program (CDBG) across public services, housing, economic development and facilities/infrastructure projects.
- Monitored and reported on sub-grantee compliance with the U.S. Dept. of HUD regulations.
- Developed and managed the annual CDBG program budget.

The New York Foundling – New York, NY
Policy Coordinator (Remote Position)

February, 2008 - June, 2012
August, 2011 – June, 2012

- Developed policies and procedures based on criteria of oversight agencies/funders and accreditors.
- Analyzed outcome data reports to drive policy and procedure development.
- Created an agency resource guide encompassing all agency, city and state child welfare policies, procedures, resources and applicable forms.

Director of Continuous Quality Improvement

February, 2008-August, 2011

- Oversaw the Continuous Quality Improvement Department and all agency QA/QI Initiatives.
- Analyzed program outcome data used to identify trends and develop program/system improvements.
- Coordinated ongoing re-accreditation efforts with the Council on Accreditation and Praesidium, Inc.

Orange County Government - Orlando, FL.

July, 2002 - January, 2008

All positions were promotions within the Division of Youth and Family Services

Monitoring and Evaluation Coordinator

February, 2007-January, 2008

- Established internal controls to monitor compliance with contracts, policies and standards.
- Analyzed program outcomes and outputs using the Balanced Quality Scorecard Report.
- Coordinated the Division's re-accreditation efforts with the Council on Accreditation.

Residential Youth Care Supervisor

August, 2006 – February 2007

- Coordinated all medical care for 84 foster care youth with local medical facilities and Medicaid.
- Provided oversight of the foster care medication clinics and psychotropic medication management.
- Trained all staff and monitored staff compliance with Medication Administration

Senior Children's Services Counselor/Supervisor

August, 2005 – July, 2006

- Trained and supervised direct care staff and oversaw care of youth in an 84-bed foster care program.
- Coordinated with local schools on youth's educational goals and individual plans.
- Supervised family visitations with foster care youth and family members.

Lead Case Manager

July, 2002-July, 2005

- Completed screenings, needs assessments and service plans for a 30-foster care youth caseload.
- Coordinated foster care services with the Florida Department of Children & Families, Orange County Family Court System, the Department of Juvenile Justice and the Orange County Schools.
- Attended treatment team meetings, educational conferences and court hearings for foster care youth.

Safehouse of Seminole - Sanford, FL

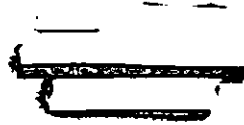
November, 2000-October, 2001

Victim and Child Advocate

- Conducted screenings through the safety hotline for placement of women and children in the shelter.
- Conducted intake assessments and provided referrals to victims and their children.
- Facilitated the women's and children's support groups in the shelter.

Current Finance Director

Stephanie B. Eno



Education: University of Vermont - Major: Accounting; Minor: Finance
Certified Public Accountant: 1987-2004 -lapsed when I stopped working full time

Experience: George Mason University, VA

Software Consultant/trainer - helped streamline and design better work processes for the Accounts Payable and Purchasing Departments. Trained Department Personnel

University System of New Hampshire - NH

Senior Accountant –Responsible for USNH and UNHF Endowment Funds Including Unitization of Investment Pool, Investment Reconciliations, Distribution of Income and Related Financial Statements. UNHF Accountant Responsible for all Aspects of Foundation Accounts and Statements

Systems Analyst - on a team of 20 that designed, tested, implemented and trained new users on installation of Banner Accounting and Human Resources Software System for the entire University System. After implementation, continued maintenance, training, testing and working with departments to train and support users.

Lube Systems Inc. - NJ

Controller - A/P, A/R, Tax Preparation, Payroll, Account Reconciliation, Responsible for all aspects of HR-Shipping, Job Cost and Analysis and Bank negotiations

Frederick Butcher, CPA - NJ

Senior Accountant - Corporate Accounting, Reconciliations, Audit, Tax Preparation and Estate Work

Gruhin & Gruhin, Attorneys at Law - NJ

Accountant/Office Manager – Payroll, Account Reconciliations; Real Estate Closing Document Preparation, Tax and Financial Statement Preparation for several real estate holdings, Estate work and Tax Preparation, Forms 990, 706, and NJ Inheritance Tax Work

Sterling, Nappen & Chavkin, CPA - NJ

Staff accountant – Audit, Year End Financial Statement preparation, Compilation and Review, Account Reconciliation, Tax Preparation, Estate Accounting, Payroll Taxes and Other Related Responsibilities

Related Experience:

2003-2018

-Treasurer Horne Street School PTG

-Treasurer/Bookkeeper Granite State Wheelmen

-Treasurer/Bookkeeper Bike Walk Alliance NH

-American Lung Association

- Trek Across Maine - Management Team, Safety Patrol, Rider

- Cycle the Seacoast - Safety Patrol, Rider

-Girl Scouts

- Service Unit Manager for 26 troops/52 leaders/300 Girl Scouts, Secretary, Treasurer, Leader

-NH Fish and Game Master Gardener, NH Tree Steward

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Paula Gyurcsan	Home Visiting Manager	44,449.60	38%	\$16,669.93
Elena Engle	Child and Family Services Director	68,640.00	9.6%	6,562.13
Deirdre Siede	Home Visitor	28,766.40	100%	28,766.40
Elizabeth Hannagan	Home Visitor	36,524.80	100%	36,524.80
Vacant	FRS Position (New)	37,440.00	100%	37,440.00
Beth Clarke	Program Assistant	33,238.40	2.5%	830.85
Allison Hutchins	Outreach and Enrollment Coordinator	35,984.00	7.5%	2,698.94
Vicki Senter	Health Services Coordinator	47,278.40	5%	2,328.50

CEO and Finance Director are paid completely from the indirect cost rate.



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

JUN11 '18 PM12:51 DAS

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

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

May 2, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into sole source agreements with the vendors listed below, in an amount not to exceed \$4,407,387, to provide the provision of home visiting services to expectant women and newly parenting individuals, July 1, 2018 upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Vendor	Vendor Code	Address	Amount
Community Action of Belknap-Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302-1016	\$285,941
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$424,152
Child and Family Services of New Hampshire	177166-B002	City of Manchester, Hillsborough, Merrimack and Rockingham Counties	\$2,220,473
The Family Resource Center at Gorham	162412-B001	Grafton and Coos County	\$737,613
TLC Family Resource Center	170625-B001	109 Pleasant Street Claremont, NH 03743	\$234,000
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$192,978
VNA at HCS, Inc.	177274-B002	312 Marlboro Street Keene, NH 03431	\$312,230
Total:			\$4,407,387

Funds are available in the following account in State Fiscal Years 2019 and are anticipated to be available in State Fiscal Years 2020 and 2021, upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class	Title	Activity Code	Amount
2019	102-500731	Contracts for Program Svcs	90083200	\$1,958,839
2020	102-500731	Contracts for Program Svcs	90083201	\$1,958,839
2021	102-500731	Contracts for Program Svcs	90083201	\$489,709
			Total:	\$4,407,387

EXPLANATION

This request is **sole source** because these vendors are the only vendors certified to provide the evidence based home visiting model "Healthy Families America" as approved by the Division of Public Health Services and federal funders. Additionally, these vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs available in their community. Home Visiting utilizes an approved Maternal Infant Early Childhood Home Visiting model along with permanent partners within each community providing an array of services to assist in family support and strengthening services to more New Hampshire citizens, statewide. Funds will allow the vendors to provide services to 255 households in need through September 30, 2020. The vendors have demonstrated their ability to provide these services.

The purpose of these agreements is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child growth and development. Home visitation programs can be an effective early-intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services to families at risk.

These agreements contain language in Exhibit C-1, Revisions to General Provisions that allow the Department to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

The vendors will provide home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers will visit families in their homes to provide educational information, depression and developmental screening, and connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline.

Should the Governor and Executive Council not approve this request, many of the most at risk New Hampshire families may not receive access to resources and family support and strengthening services necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Federal Funds, CFDA # 93.870, US Department of Health and Human Services, Health Resources and Services Administration, FAIN #'s are: X10MC29490 (4/1/16 – 9/30/18) X10MC31156) (9/30/17 – 9/29/19).

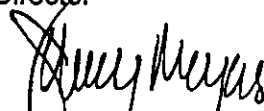
In the event that federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully Submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-07

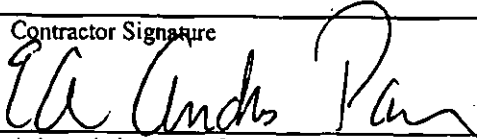
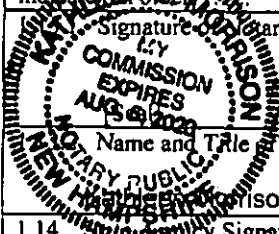
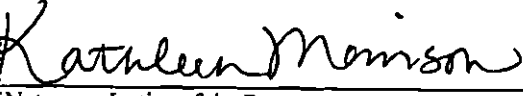


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Avenue Dover, NH 03820	
1.5 Contractor Phone Number Phone: (603) 435-2500 ext. 8108	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$424,152
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker, Chief Executive Officer	
1.13 Acknowledgement: State of NH, County of Strafford On <u>May 21st 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Signature of Notary Public or Justice of the Peace  			
Name and Title of Notary or Justice of the Peace Kathleen Morrison, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."
- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Strafford County	35 families	32 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:

New Hampshire Department of Health and Human Services
Home Visiting New Hampshire - Healthy Families America
Exhibit A



- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.nh.us/OneNetLibrary/27896/documents/GATA_2018Grant_s/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.



- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible; with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.



- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.



4.5.4. Family satisfaction survey results.

- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
- 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

- Measure:** 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.
- Goal:** All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.
- Definition:** **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum
Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records



6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for.

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.



6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

- Measure:** All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.
- Goal:** Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.
- Definition:** **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).
Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.
- Data Source:** HVNH-HFA Data Records



Caseload and Capacity Analysis

- Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
- Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS - to be completed for each month of the contract period

This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting process for both the Local Implementing Agency and the State Team; and to standardize the way metrics are calculated across all LIAs. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in early January, use the file named "2018 12" to report December 2018 data). Please do not change the name of the file when emailing the report to NH DHHS.

INTRODUCTION

USE

- Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a standardize the way metrics are calculated across all LIAs.
- Enter the number of families on each level that the home visitor saw in the reporting month.
- Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
- If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
- Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.

NOTES to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

PLEASE FOLLOW IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH!

If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to **USE** Step 1.

If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:

MAINTENANCE

- Deactivate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis")
- Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet;
 - families served, per case weight category (cells E3:E5)
 - % of monthly home visitor capacity utilized (cells E7, F7)
 - Service Utilization % (cells E10, F10)

Notes: The # of hours paid should be the salaried or expected contracted hours for HFA only, regardless of vacation days, out of office, sick, etc.
 Note: The % of time spent home visiting should be the % of time - of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, the % will be 100%.
 Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your LIA.
 If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis	July 2018																	
Name of HV		Number of Families on Level	Weight	Weighted Caseload per Level	Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have planning children of travel time, or a child with special							Extra Case Weight						
Of the hours above, % time at HFA home visitor		# of families with additional circumstances due to PSC																
Case load multiplier	0.50																	
Level 0P	Prenatal - visits every other week during first and second trimester	1.00	0															
Level 1P	Prenatal - visits every week in third trimester for earlier if	1.00	0															
Level 1	First 6 months after birth or postpartum - visits every week	1.00	0															
Level 2	Visits every other week	1.00	0															
Level 3	Visits once per month	0.50	0															
Level 3S	Crisis intervention - visits weekly, or more if needed	1.00	0															
Level 4	Visits ends per quarter	0.25	0															
Caregiver Support (CCS)	Caregiver Support (CCS) is for families that completed at least one home visit but became disengaged.	1.00	0															
Level CCS	CCS families are given the same case-weight they had prior to being on CO, 10 points above if re-engaged.	1.00	0															
Level CCS	Temporary Out of Area (TOA) for up to 3 months, families are given the same case-weight they had prior to going on CO, to ensure cases of re-engaged.	1.00	0															
Level TOA	Temporary Re-Assignment (TR) for up to 3 months, families accept voluntary re-assignment to another FSW due to leave of absence.	0.50	0															
Level TR		0.50	0															
Actual hours		0	0		Total additional PSC adjustments													
Maximum for Activity		0	0															
HFA CAPACITY CALCULATION		ROW/PT																
FSW Contribution to HFA CAPACITY CALCULATION		ROW/PT																

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = _____ SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Cap

5/21/18

Exhibit B-1, Budget Sheet

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

Bidder/Program Name: Community Action Partnership of Stafford County

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost		Total Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 105,953.00	\$ -	\$ -	\$ -	\$ 105,953.00	\$ -
2. Employee Benefits	\$ 26,000.00	\$ -	\$ -	\$ -	\$ 26,000.00	\$ -
3. Consultants	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,307.50	\$ -	\$ -	\$ -	\$ 3,307.50	\$ -
6. Travel	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -
7. Occupancy	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,700.00	\$ -	\$ -	\$ -	\$ 6,700.00	\$ -
Postage	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -
Subscriptions	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -
Audit and Legal	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -
Insurance	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -
11. Staff Education and Training	\$ 2,980.00	\$ -	\$ -	\$ -	\$ 2,980.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel/air	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -
Indirect	\$ -	\$ 26,141.50	\$ -	\$ -	\$ -	\$ 26,141.50
TOTAL	\$ 182,378.50	\$ 26,141.50	\$ 182,378.50	\$ -	\$ 182,378.50	\$ 26,141.50

Indirect As A Percent of Direct

14.3%

Vendor Initials: *EAP*
Date: 5/21/18

Exhibit B-2, Budget Sheet

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

Bidder/Program Name: Community Action Partnership of Strafford County

Budget Request for: Home Visiting

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed
1. Total Salary/Wages	\$ 105,953.00	\$ -	\$ 105,953.00	\$ -	\$ 105,953.00	\$ -
2. Employee Benefits	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -
3. Consultants	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ 480.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,307.50	\$ -	\$ 3,307.50	\$ -	\$ 3,307.50	\$ -
6. Travel	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -
7. Occupancy	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -
Postage	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -
Subscriptions	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -
Audit and Legal	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -
Insurance	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -
11. Staff Education and Training	\$ 2,980.00	\$ -	\$ 2,980.00	\$ -	\$ 2,980.00	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
translator	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -
indirect	\$ -	\$ 28,141.50	\$ -	\$ 28,141.50	\$ -	\$ 28,141.50
TOTAL	\$ 182,378.50	\$ 28,141.50	\$ 182,312.90	\$ 28,141.50	\$ 182,378.50	\$ 28,141.50

Indirect As A Percent of Direct

18.1%

Vendor Initials
 CAP
 5/21/18
 Date

Exhibit B-3, Budget Sheet

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

Bidder/Program Name: Community Action Partnership of Stratford County

Budget Request for: Horse Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 26,490.00	\$ -	\$ 26,490.00	\$ -	\$ -	\$ -	\$ 26,490.00	\$ -	\$ 26,490.00
2. Employee Benefits	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
3. Consultants	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 827.75	\$ -	\$ 827.75	\$ -	\$ -	\$ -	\$ 827.75	\$ -	\$ 827.75
6. Travel	\$ 1,752.00	\$ -	\$ 1,752.00	\$ -	\$ -	\$ -	\$ 1,752.00	\$ -	\$ 1,752.00
7. Occupancy	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,677.00	\$ -	\$ 1,677.00	\$ -	\$ -	\$ -	\$ 1,677.00	\$ -	\$ 1,677.00
Postage	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00	\$ -	\$ 30.00
Subscriptions	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Audit and Legal	\$ 102.00	\$ -	\$ 102.00	\$ -	\$ -	\$ -	\$ 102.00	\$ -	\$ 102.00
Insurance	\$ 102.00	\$ -	\$ 102.00	\$ -	\$ -	\$ -	\$ 102.00	\$ -	\$ 102.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -	\$ 20.00
11. Staff Education and Training	\$ 747.00	\$ -	\$ 747.00	\$ -	\$ -	\$ -	\$ 747.00	\$ -	\$ 747.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instructor	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Indirect	\$ -	\$ 6,535.25	\$ 6,535.25	\$ -	\$ -	\$ -	\$ -	\$ 6,535.25	\$ 6,535.25
TOTAL	\$ 48,692.76	\$ 6,535.25	\$ 47,128.00	\$ -	\$ -	\$ -	\$ 48,692.76	\$ 6,535.25	\$ 47,128.00

Indirect As A Percent of Direct

18.1%

Vendor Initials: *EAP*
Date: *5/21/18*



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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



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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
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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)

10 Cold Spring Manor, Rochester, NH 03867

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

Contractor Name:

5/21/18
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

5/21/18
Date

Contractor Name:
Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer

Contractor Initials BA
Date 5/21/18



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

5/21/18
Date

Contractor Name:

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer



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

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

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

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

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

Exhibit G

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

Contractor Initials

20P

5/21/18

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.

5/21/18
Date

Contractor Name:

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer

Exhibit G

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

Contractor Initials EAP

Date 5/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/21/18
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

EAP



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous


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

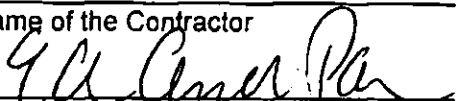


Exhibit I

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

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

Department of Health and Human Services
The State

 Signature of Authorized Representative
LISA MORRIS
 Name of Authorized Representative
DIRECTOR, DPHS
 Title of Authorized Representative
5/24/18
 Date

Community Action Partnership of Strafford County
Name of the Contractor

 Signature of Authorized Representative
Betsey Andrews Parker
 Name of Authorized Representative
Chief Executive Officer
 Title of Authorized Representative
5/21/18
 Date



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

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

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

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

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

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

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

5/21/18
Date

Contractor Name:

Name: Betsey Andrews Parker
Title: Chief Executive Officer

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: 099356586
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

EOP

5/21/18

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

EAP

5/21/18

**New Hampshire Department of Health and Human Services
Home Visiting Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Home Visiting Services Contract**

This 1st Amendment to the Home Visiting Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Waypoint, formerly known as Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.3, Contractor Name, to read:
Waypoint
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,309,438.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #1, Method and Conditions Precedent to Payment.
6. Add Exhibit B-13 Budget – Amendment #1.

SK
5/10/19

New Hampshire Department of Health and Human Services
Home Visiting Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/23/19
Date

[Signature]
Lisa Morris
Director

8/19/19
Date

Waypoint
[Signature]
Name: Boris Alvarez de Toledo
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of HILLSBOURGH on 8/19/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Jill M. Lowell, Notary Public
Name and Title of Notary or Justice of the Peace

JILL M. LOWELL, Notary Public
State of New Hampshire

My Commission Expires: My Commission Expires January 18, 2022

New Hampshire Department of Health and Human Services
Home Visiting Services



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

OFFICE OF THE ATTORNEY GENERAL

8/20/2019
Date

Mark J. Smith
Name: *Mark J. Smith*
Title: *Sr. Asst. Atty Gen.*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with:
 - 2.1. Federal Funds from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), in accordance with the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.870 (<https://www.cfda.gov>).
 - 2.2. General Funds from Governor Commission Funds.
3. Payment for expenses shall be on a cost reimbursement basis for allowable costs only in accordance with Exhibits B-1 Budget through Exhibit B-12 Budget, and Exhibit B-13 Budget – Amendment #1.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit invoices by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail shall be included with submission of each invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract end date. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-13 Budget - Amendment #1

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

Bidder/Program Name: Waypoint (Rockingham County)

Budget Request for: Home Visiting Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/contract/share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 40,198.08	\$ 7,514.00	\$ 47,712.08	\$ -	\$ -	\$ -	\$ 40,198.08	\$ 7,514.00	\$ 47,712.08
2. Employee Benefits	\$ 26,518.00	\$ 1,329.00	\$ 27,847.00	\$ -	\$ -	\$ -	\$ 26,518.00	\$ 1,329.00	\$ 27,847.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 592.00	\$ 592.00	\$ -	\$ -	\$ -	\$ -	\$ 592.00	\$ 592.00
Purchase/Depreciation	\$ -	\$ 387.00	\$ 387.00	\$ -	\$ -	\$ -	\$ -	\$ 387.00	\$ 387.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 400.00	\$ 83.00	\$ 483.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 83.00	\$ 483.00
6. Travel	\$ 2,850.00	\$ 87.00	\$ 2,937.00	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 87.00	\$ 2,937.00
7. Occupancy	\$ 4,000.00	\$ 529.00	\$ 4,529.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 529.00	\$ 4,529.00
8. Current Expenses	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Telephone	\$ -	\$ 190.00	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ 190.00	\$ 190.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 105.00	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ 105.00	\$ 105.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 116.00	\$ 116.00	\$ -	\$ -	\$ -	\$ -	\$ 116.00	\$ 116.00
11. Staff Education and Training	\$ 500.00	\$ 88.00	\$ 588.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 88.00	\$ 588.00
12. Subcontracts/Agreements	\$ -	\$ 641.00	\$ 641.00	\$ -	\$ -	\$ -	\$ -	\$ 641.00	\$ 641.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ -	\$ 66.00	\$ 66.00	\$ -	\$ -	\$ -	\$ -	\$ 66.00	\$ 66.00
Interest	\$ -	\$ 1,571.92	\$ 1,571.92	\$ -	\$ -	\$ -	\$ -	\$ 1,571.92	\$ 1,571.92
TOTAL	\$ 75,666.08	\$ 13,298.92	\$ 88,965.00	\$ -	\$ -	\$ -	\$ 75,666.08	\$ 13,298.92	\$ 88,965.00
Indirect As A Percent of Direct		17.6%							

Exhibit B-13 Budget - Amendment #1

SS-2019-DPHS-05-HOMEV-02-A01

Initialed **RAC**
Date **8/19/19**

NONPROFIT RATE AGREEMENT

EIN: 020222164

DATE:12/06/2018

ORGANIZATION:

FILING REF.: The preceding agreement was dated 11/06/2017

Child & Family Services
99 Hanover Street
Manchester, NH 03105-

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	01/01/2017	12/31/2017	26.00	On-Site	All Programs
PROV.	01/01/2018	12/31/2020	26.00	On-Site	All Programs

*BASE

Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations) and subawards.

ORGANIZATION: Child & Family Services

AGREEMENT DATE: 12/6/2018

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe Benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$1,000.

Your next proposal based on actual costs for the fiscal year ending 12/31/2018 is due in our office by 06/30/2019.

ORGANIZATION: Child & Family Services

AGREEMENT DATE: 12/6/2018

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Child & Family Services

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Darryl W. Mayes -S
Digitally signed by Darryl W. Mayes -S
DN: cn=Darryl W. Mayes -S, o=U.S. Government, ou=HHS, ou=PHC,
email=Darryl.W.Mayes@hhs.gov, c=US, postalCode=20201, st=DC

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

12/6/2018

(DATE) 2079

NHS REPRESENTATIVE: Ryan McCarthy

Telephone: (212) 264-2069

State of New Hampshire

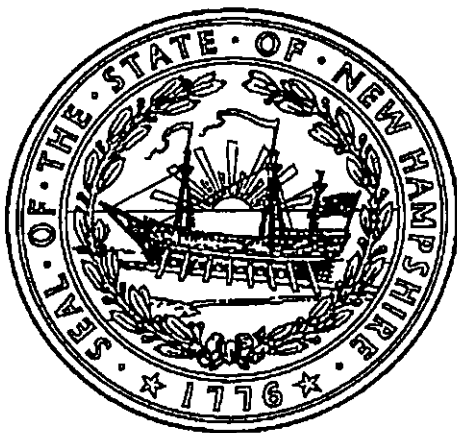
Department of State

CERTIFICATE

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

Business ID: 62585

Certificate Number: 0004508530



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19th day of August, 2019.

Kenneth R. Sheldon
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of August, 2019.

By KENNETH SHELDON
(Name of Elected Officer of the Agency)

Suzanne M. Shaw
(Notary Public/Justice of the Peace)

Suzanne M Shaw
Notary Public, State of New Hampshire
My Commission Expires Oct. 31, 2023
(NOTARY SEAL)

Commission Expires: 10/31/2023



WAYPOINT

Help Along the Way

Formerly

CHILD AND FAMILY SERVICES

MISSION STATEMENT:

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

HEADQUARTERS

toll free (800) 640.6486
office (603) 518.4000
fax (603) 668.6260

464 Chestnut Street
PO Box 448
Manchester, NH 03105
waypointnh.org



WAYPOINT

Consolidated Financial Statements

For the Year Ended December 31, 2018

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Waypoint

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Waypoint's 2017 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 27, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2018 and 2017 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson Heath

March 26, 2019

WAYPOINT

Consolidated Statement of Financial Position

December 31, 2018

(with comparative totals as of December 31, 2017)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 231,128	\$ 847,449	\$ 1,078,577	\$ 890,431
Accounts receivable, net	714,112	-	714,112	884,748
Contributions receivable	60,000	-	60,000	40,000
Prepaid expenses	<u>192,744</u>	<u>-</u>	<u>192,744</u>	<u>241,546</u>
Total Current Assets	1,197,984	847,449	2,045,433	2,056,725
Investments	14,007,444	2,132,950	16,140,394	17,630,209
Beneficial interest held in trusts	-	1,679,591	1,679,591	1,867,906
Property and equipment, net	<u>6,358,505</u>	<u>-</u>	<u>6,358,505</u>	<u>6,266,362</u>
Total Assets	<u>\$ 21,563,933</u>	<u>\$ 4,659,990</u>	<u>\$ 26,223,923</u>	<u>\$ 27,821,202</u>
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 217,685	\$ -	\$ 217,685	\$ 95,667
Accrued payroll and related expenses	564,736	-	564,736	666,502
Other liabilities	67,299	-	67,299	69,062
Bonds payable	<u>140,000</u>	<u>-</u>	<u>140,000</u>	<u>140,000</u>
Total Current Liabilities	989,720	-	989,720	971,231
Bonds payable, net of current portion	4,065,000	-	4,065,000	4,205,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	<u>885,525</u>	<u>-</u>	<u>885,525</u>	<u>1,062,342</u>
Total Liabilities	7,190,245	-	7,190,245	7,488,573
Net Assets:				
Without donor restrictions:				
Undesignated	366,244	-	366,244	167,293
Board designated	14,007,444	-	14,007,444	15,309,844
With donor restrictions	<u>-</u>	<u>4,659,990</u>	<u>4,659,990</u>	<u>4,855,492</u>
Total Net Assets	<u>14,373,688</u>	<u>4,659,990</u>	<u>19,033,678</u>	<u>20,332,629</u>
Total Liabilities and Net Assets	<u>\$ 21,563,933</u>	<u>\$ 4,659,990</u>	<u>\$ 26,223,923</u>	<u>\$ 27,821,202</u>

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

WAYPOINT

Consolidated Statement of Activities

For the Year Ended December 31, 2018
(with comparative totals for the year ended December 31, 2017)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
Support and Revenue:				
Support:				
Contributions	\$ 386,091	\$ 1,336,501	\$ 1,722,592	\$ 1,722,683
Government grants	5,401,404	-	5,401,404	5,007,897
In-kind contributions	94,633	-	94,633	159,343
Income from special events, net	369,175	-	369,175	392,160
Revenue:				
Service fees	5,422,960	-	5,422,960	4,504,096
Other	64,715	-	64,715	32,023
Net assets released from restriction:				
Program releases	1,139,556	(1,139,556)	-	-
Endowment releases	80,674	(80,674)	-	-
Endowment transfer to support operations	661,375	-	661,375	694,255
Total Support and Revenue	13,620,583	116,271	13,736,854	12,512,457
Operating Expenses:				
Program services	11,550,792	-	11,550,792	10,374,824
Management and general	1,380,172	-	1,380,172	1,350,475
Fundraising	427,546	-	427,546	397,992
Total Operating Expenses	13,358,510	-	13,358,510	12,123,291
Change in net assets before non-operating items	262,073	116,271	378,344	389,166
Non-Operating Items:				
Investment income (loss)	(882,572)	(123,458)	(1,006,030)	2,426,476
Unrealized gain (loss) on interest rate swap	176,817	-	176,817	106,042
Change in beneficial interest	-	(188,315)	(188,315)	131,927
Interest income	1,608	-	1,608	699
Endowment transfer to support operations	(661,375)	-	(661,375)	(694,255)
Total Non-Operating Items	(1,365,522)	(311,773)	(1,677,295)	1,970,889
Change in net assets	(1,103,449)	(195,502)	(1,298,951)	2,360,055
Net Assets, Beginning of Year, as restated	15,477,137	4,855,492	20,332,629	17,972,574
Net Assets, End of Year	<u>\$ 14,373,688</u>	<u>\$ 4,659,990</u>	<u>\$ 19,033,678</u>	<u>\$ 20,332,629</u>

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

WAYPOINT

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2018
(with comparative totals for the year ended December 31, 2017)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2018 Total</u>	<u>2017 Total</u>
Personnel expense:					
Salaries and wages	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410	\$ 6,928,730
Employee benefits	742,615	66,141	19,071	827,827	781,346
Payroll related costs	743,794	65,549	25,122	834,465	751,020
Mileage reimbursement	442,792	1,878	413	445,083	421,527
Contracted services	560,035	96,132	6,553	662,720	547,074
Subtotal personnel expense	<u>9,103,596</u>	<u>1,079,623</u>	<u>367,286</u>	<u>10,550,505</u>	<u>9,429,697</u>
Accounting	-	28,700	-	28,700	30,330
Assistance to individuals	718,608	-	-	718,608	744,299
Communications	148,344	10,147	8,249	166,740	154,946
Conferences, conventions, meetings	34,183	19,533	2,302	56,018	45,719
Depreciation	298,245	36,417	-	334,662	316,750
In-kind contributions	90,213	3,420	1,000	94,633	159,403
Insurance	62,170	9,468	2,466	74,104	74,678
Interest	250,245	67,527	-	317,772	300,049
Legal	-	3,949	-	3,949	27,320
Membership dues	18,132	7,947	3,913	29,992	40,626
Miscellaneous	24,352	13,167	2,674	40,193	43,065
Occupancy	495,619	41,188	11,700	548,507	426,568
Printing and publications	55,968	12,656	22,916	91,540	68,101
Rental and equipment maintenance	95,167	25,586	2,029	122,782	109,469
Supplies	94,685	17,700	2,655	115,040	92,986
Travel	61,265	3,144	356	64,765	59,285
Total Functional Expenses	<u>\$ 11,550,792</u>	<u>\$ 1,380,172</u>	<u>\$ 427,546</u>	<u>\$ 13,358,510</u>	<u>\$ 12,123,291</u>

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

WAYPOINT

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2018
(with comparative totals for the year ended December 31, 2017)

	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (1,298,951)	\$ 2,360,055
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	334,662	316,750
Contributions restricted for endowment and long-term purposes	(16,717)	(265,005)
Realized (gain) loss on investments	(136,619)	60,566
Unrealized (gain) loss on investments	1,688,070	(2,049,713)
Change in beneficial interest in trusts	188,315	(131,927)
Change in interest rate swap	(176,817)	(106,042)
Changes in operating assets and liabilities:		
Accounts receivable	170,636	(281,333)
Prepaid expenses	48,802	(40,494)
Contributions receivable	(20,000)	-
Accounts payable	122,018	(31,103)
Accrued expenses	(101,766)	(149,642)
Other liabilities	(1,763)	47,675
Net Cash Provided (Used) By Operating Activities	799,870	(270,213)
Cash Flows From Investing Activities:		
Purchases of investments	(693,481)	(15,732,031)
Proceeds from sale of investments	631,845	15,991,440
Purchase of fixed assets	(426,805)	(261,461)
Net Cash Provided (Used) By Investing Activities	(488,441)	(2,052)
Cash Flows From Financing Activities:		
Contributions restricted for endowment and long-term purposes	16,717	265,005
Payment of long-term debt	(140,000)	(135,005)
Net Cash Provided (Used) By Financing Activities	(123,283)	130,000
Net Change in Cash and Cash Equivalents	188,146	(142,265)
Cash and Cash Equivalents, Beginning	890,431	1,032,696
Cash and Cash Equivalents, Ending	\$ <u>1,078,577</u>	\$ <u>890,431</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	\$ <u>317,772</u>	\$ <u>300,049</u>

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

WAYPOINT

Notes to Consolidated Financial Statements For the Year Ended December 31, 2018

1. Description of Organization

In 2018, Child and Family Services of New Hampshire changed its name to Waypoint. Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

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

Early Childhood – Family Support & Education Services

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

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

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

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

Children, Youth, and Family - Intervention and Treatment Programs

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

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

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

Runaway and Homeless Youth Services

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

Senior Care and Independent Living

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

Additionally, the Organization runs two unique programs:

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

strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

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

2. Significant Accounting Policies

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in 2018 and the presentation in these consolidated financial statements has been adjusted accordingly. The ASU has been applied retrospectively which increased net assets without donor restrictions by \$926,308 and decreased net assets with donor restrictions by \$926,308, resulting from the reclassification of long-lived assets with implied time restrictions as required under ASU 2016-14.

Principles of Consolidation

The consolidated financial statements include Waypoint (formerly Child and Family Services of New Hampshire) and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2017, from which the summarized information was derived.

Cash and Cash Equivalents

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

Accounts Receivable

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

Contributions Receivable

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

Investments

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

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

Beneficial Interest Held in Trusts

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

Property and Equipment

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

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 2018.

Interest-Rate Swap

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

Net Assets

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

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

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

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

Donated Services and In-Kind Contributions

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

Advertising Costs

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

Functional Allocation of Expenses

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

Measure of Operations

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

Tax Status

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

Both entities are annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, they are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2018, Waypoint was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

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

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment

securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

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

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

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

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

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

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

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

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.
- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

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

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 balance sheet date, are comprised of the following at December 31, 2018:

Financial assets at year end:		
Cash and cash equivalents		\$ 1,078,577
Accounts receivable, net		714,112
Contributions receivable		60,000
Investments		16,140,394
Beneficial interest held in trusts		<u>1,679,591</u>
Total financial assets		19,672,674
Less amounts not available to be used within one year:		
Net assets with donor restrictions	4,659,990	
Less:		
Net assets with purpose restrictions to be met in less than a year	(847,449)	
Donor-restricted endowment subject to spending policy rate (4.25%) and appropriation	<u>(90,650)</u>	3,721,891
Board-designated endowment	14,007,444	
Less: Board-designated endowment annual spending policy rate (4.25%)	<u>(595,316)</u>	<u>13,412,128</u>
Less total amounts not available to be used within one year		<u>17,134,018</u>
Financial assets available to meet general expenditures over the next year		<u>\$ 2,538,656</u>

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

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

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

4. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2018			2017		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 379,362	\$ -	\$ 379,362	\$ 628,244	\$ (3,900)	\$ 624,344
Fees for service	338,650	(3,900)	334,750	260,404	-	260,404
	<u>\$ 718,012</u>	<u>\$ (3,900)</u>	<u>\$ 714,112</u>	<u>\$ 888,648</u>	<u>\$ (3,900)</u>	<u>\$ 884,748</u>

5. Prepaid Expenses

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

6. Investments

Investments at fair value consist of mutual funds totaling \$16,140,394 and \$17,630,209 at December 31, 2018 and 2017, respectively.

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

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2018 is 4.5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2018. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

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

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

7. Beneficial Interest Held in Trust

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

At December 31, 2018 and 2017, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$800,624 and \$868,099, respectively.

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2018</u>	<u>2017</u>
Greenleaf	100%	\$ 350,806	\$ 401,167
Spaulding	100%	297,837	336,123
Cogswell	50%	<u>230,324</u>	<u>262,517</u>
Total		<u>\$ 878,967</u>	<u>\$ 999,807</u>

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2016	\$ 1,735,979
Change in value of beneficial interest	<u>131,927</u>
Balance at December 31, 2017	1,867,906
Change in value of beneficial interest	<u>(188,315)</u>
Balance at December 31, 2018	<u>\$ 1,679,591</u>

8. Property, Equipment and Depreciation

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

	<u>2018</u>	<u>2017</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,335,089	8,072,313
Furniture, fixtures, and equipment	796,686	796,686
Vehicles	107,581	101,585
Software	285,372	166,592
Construction in progress	<u>38,870</u>	<u>17,217</u>
Subtotal	10,678,547	10,269,342
Less: accumulated depreciation	<u>(4,320,042)</u>	<u>(4,002,980)</u>
Total	<u>\$ 6,358,505</u>	<u>\$ 6,266,362</u>

9. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2018 and was extended through June 30, 2019. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (5.50% at December 31, 2018), adjusted daily. At December 31, 2018, the balance on this line of credit was \$0. The line was not utilized in 2018.

10. Bonds Payable

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

for 2018 and 2017 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2018 and 2017, the Organization recorded the swap liability position of \$885,525 and \$1,062,342, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2018, the Organization was in compliance with these covenants.

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

<u>Year</u>	<u>Amount</u>
2019	\$ 140,000
2020	150,000
2021	160,000
2022	165,000
2023	175,000
Thereafter	<u>3,415,000</u>
	<u>\$ 4,205,000</u>

11. Deferred Loans - NHHFA

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

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

12. Endowment Funds

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

Board-designated Investments

As of December 31, 2018, the Board of Trustees had designated \$14,007,444 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-designated Endowments

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

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2018.

Investment Policy

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

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

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

Spending Policy

The Organization's spending policy in 2018 is 4.5% (4.25% in 2019) of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2018 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Board-designated endowment funds	\$ 14,007,444	\$ -	\$ 14,007,444
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	1,679,406	1,679,406
Accumulated investment gains	-	453,544	453,544
Total funds	<u>\$ 14,007,444</u>	<u>\$ 2,132,950</u>	<u>\$ 16,140,394</u>

Changes in endowment net assets as of December 31, 2018 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 15,309,844	\$ 2,320,365	\$ 17,630,209
Contributions	99,498	16,717	116,215
Appropriations from endowment	(519,326)	(80,674)	(600,000)
Investment income, net	<u>(882,572)</u>	<u>(123,458)</u>	<u>(1,006,030)</u>
Endowment net assets, end of year	<u>\$ 14,007,444</u>	<u>\$ 2,132,950</u>	<u>\$ 16,140,394</u>

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are restricted for the following:

	<u>2018</u>	<u>2017</u>
Subject to expenditure for specified purpose:		
Camp	\$ 113,699	\$ 134,161
Child abuse prevention	153,836	322,306
Early intervention	-	2,000
Family counseling	14,160	20,860
Homecare	92,430	50,000
Human trafficking	30,000	6,000
IT and other projects	208,891	-
Teen and youth	<u>234,433</u>	<u>131,895</u>
	847,449	667,222
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	131,716	162,919
Camp operations	92,896	165,335
Other purposes	<u>228,932</u>	<u>329,422</u>
	453,544	657,676
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	532,271
Other purposes	<u>997,011</u>	<u>997,010</u>
	<u>1,679,406</u>	<u>1,662,688</u>
Total restricted endowment	2,132,950	2,320,364
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,679,591</u>	<u>1,867,906</u>
Total	<u>\$ 4,659,990</u>	<u>\$ 4,855,492</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2018:

Satisfaction of purpose restrictions:	
Camp	\$ 144,888
Child abuse prevention	295,614
Early intervention	2,000
Family counseling	10,200
Homecare	265,542
Human trafficking	26,000
IT and other projects	227,130
Teen and youth	168,182
	<u>1,139,556</u>
Restricted-purpose spending-rate distributions and appropriations:	
General operations	13,335
Camp operations	30,959
Other purposes	36,380
	<u>80,674</u>
Total	\$ <u>1,220,230</u>

14. Assistance to Individuals

The \$718,608 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	\$ 325
Housing assistance to youth at risk of homelessness	115
Gift cards provided to families during holiday season	65
Food for at risk youth	38
Other assistance such as medical, childcare, transportation, and family activities	<u>176</u>
	\$ <u>719</u>

15. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs.

16. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2018 and 2017, respectively.

17. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$182,368 and \$141,787 for the years ended December 31, 2018 and 2017, respectively.

18. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2018, the total legal expense from related parties was \$403.

19. Concentrations of Risk

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

20. Subsequent Events

Subsequent events have been evaluated through March 26, 2019, the date the consolidated financial statements were available to be issued.

WAYPOINT

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

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	\$ 468,270	\$ 940,297	\$ 1,571,090	\$ 1,435,811	\$ 344,092	\$ 1,849,913	\$ 81,328	\$ 118,831	\$ 8,728	\$ 8,814,360	\$ 849,923	\$ 316,127	\$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,680	144,054	12,964	2,883	897	742,815	68,141	19,071	827,827
Payroll related costs	56,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,549	25,122	834,465
Mileage reimbursement	5,860	41,849	249,506	68,137	18,847	59,274	1,294	69	158	442,782	1,878	413	445,083
Contracted services	28,809	43,507	95,385	165,055	20,355	23,246	9,429	2,312	171,937	580,035	96,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,064	190,794	388,345	133,828	-	3,014	10,071	-	7,494	718,508	-	-	718,608
Communications	8,493	38,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	168,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,870	7,870	4,383	2,191	64,553	298,245	36,417	-	334,662
In-kind contributions	1,510	81,077	27,628	-	-	-	-	-	-	90,213	3,420	1,000	94,833
Insurance	5,881	11,048	17,880	15,802	3,228	6,877	711	775	169	82,170	9,468	2,468	74,104
Interest	13,902	39,721	81,429	73,465	13,903	13,903	7,944	3,972	1,986	250,245	87,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	3,949	-	3,949
Membership dues	1,531	1,254	1,224	7,241	8	6,368	3	502	3	18,132	7,947	3,913	29,962
Miscellaneous	1,847	4,518	6,725	3,475	1,052	5,881	648	174	232	24,352	13,187	2,674	40,193
Occupancy	45,179	148,783	140,092	111,318	10,107	27,452	3,222	3,597	5,889	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,968	12,858	22,916	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	85,167	25,686	2,029	122,782
Supplies	10,874	28,700	21,931	17,739	3,589	12,408	654	719	71	94,685	17,700	2,655	115,040
Travel	858	36,453	4,662	14,225	889	3,233	134	147	464	61,265	3,144	358	64,765
Total	\$ 711,421	\$ 1,968,075	\$ 3,084,373	\$ 2,520,762	\$ 509,287	\$ 2,198,563	\$ 145,518	\$ 151,634	\$ 283,179	\$ 11,550,792	\$ 1,380,172	\$ 427,548	\$ 13,358,510

See independent Auditors' Report.

WAYPOINT
Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2017

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camps	Total Program	Management and General	Fundraising	2017 Total
Salaries and wages	\$ 522,865	\$ 852,919	\$ 1,354,855	\$ 1,048,937	\$ 289,423	\$ 1,598,573	\$ 78,399	\$ 111,810	\$ 6,707	\$ 5,842,108	\$ 821,482	\$ 285,130	\$ 8,828,730
Employee benefits	37,324	150,239	149,749	143,568	25,368	152,914	17,178	2,894	685	680,093	75,328	25,925	781,348
Payroll related costs	80,848	89,118	157,580	114,720	28,821	178,848	8,881	8,721	534	648,231	73,785	31,004	751,020
Mileage reimbursement	9,801	40,081	235,880	57,575	18,478	58,311	1,708	217	74	418,205	2,363	859	421,527
Contracted services	22,582	31,853	60,627	153,844	18,505	20,030	7,847	6,968	183,932	485,788	44,338	18,850	547,074
Accounting	-	-	-	-	-	-	-	-	-	-	-	-	-
Assistance to individuals	5,012	197,839	390,953	138,033	1,505	2,431	500	-	-	-	30,330	-	30,330
Communications	10,050	40,518	39,937	25,217	4,881	20,441	2,329	1,589	742	744,299	-	-	744,299
Conferences, conventions, meetings	3,595	3,028	2,850	15,405	2,038	1,002	410	1,723	1	145,684	3,950	5,312	154,948
Depreciation	22,292	59,535	65,181	68,691	10,289	12,003	5,144	3,430	1,715	29,850	12,378	3,493	45,719
In-kind contributions	40	98,448	39,108	-	17	-	198	-	-	248,180	68,590	-	318,750
Insurance	5,371	10,827	18,288	14,174	3,224	10,907	752	833	227	135,809	23,594	-	169,403
Interest	22,944	35,300	87,070	70,800	10,590	12,355	5,295	3,530	1,785	64,583	7,550	2,545	74,878
Legal	-	-	-	-	-	-	-	-	-	229,449	70,600	-	300,049
Membership dues	1,795	1,024	1,425	6,195	450	6,514	-	800	-	-	27,320	-	27,320
Miscellaneous	1,904	4,475	9,008	3,488	4,318	6,800	178	220	278	18,203	20,019	2,404	40,828
Occupancy	38,938	128,858	107,440	87,767	9,780	38,538	2,575	3,394	383	30,845	10,129	2,291	43,065
Printing and publications	1,213	2,117	6,925	15,350	808	5,988	784	855	1	393,419	24,954	8,195	428,568
Rental and equipment maintenance	8,210	13,789	24,712	24,858	3,898	7,292	1,810	1,317	839	33,999	4,097	30,005	68,101
Supplies	5,700	29,308	19,274	11,888	1,734	13,904	575	598	47	88,533	21,602	1,334	109,469
Travel	1,511	30,999	7,144	14,168	852	3,940	178	219	275	82,804	7,879	2,303	82,988
Total	\$ 779,813	\$ 1,817,531	\$ 2,767,848	\$ 1,993,722	\$ 412,783	\$ 2,147,669	\$ 130,493	\$ 148,898	\$ 188,391	\$ 10,374,824	\$ 1,350,475	\$ 397,992	\$ 12,123,291

See Independent Auditors' Report.



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Formerly

CHILD AND FAMILY SERVICES

BOARD OF TRUSTEES

MAY 2019

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Stephanie Singleton

Jennifer Stebbins

HEADQUARTERS

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office (603) 518.4000

fax (603) 668.6260

464 Chestnut Street

PO Box 448

Manchester, NH 03105

waypointnh.org



Borja Alvarez de Toledo, M.Ed.

Professional Profile

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

Professional Experience

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

December 2013- Present

~ President and CEO

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

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

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

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

CHIEF OPERATING OFFICER

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

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present

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

Chief Operating Officer

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

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017

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

Vice President, Operations & Quality Control

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

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016

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

Principal

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

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

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

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

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

Acting Executive Director & Chief Operating Officer

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

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

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

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

Statewide Director

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

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

EDUCATION

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

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

ANTHONY F. CHEEK, JR.

Ma
Phone: [REDACTED]
Email: [REDACTED]

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

Oversee all finance, facilities and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$14 Million.

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

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

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

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

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

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

- Implemented new IT network infrastructure for satellite offices to improve communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller (2/96-3/98)

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

11/87 - 2/96

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

Controller/General Manager

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

EDUCATION:

1986

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

COMPUTER SKILLS:

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

Maryann Evers LICSW

Professional Overview

Clinical Social Worker/Manager with over 25 years of professional, clinical and managerial experience focusing on trauma, child welfare, early childhood, mental health. Skilled at working with state and private nonprofits to develop and provide a full range of services to children and families. Experienced in identifying programmatic and systemic barriers to optimum care and developing and sustaining programs to address these challenges.

Experience

Program Director/Early Childhood Home Visiting/Waypoint March 2016 – present

Responsible for clinical, administrative and programmatic oversight of several Early Childhood Home visiting programs providing services to children and families in the greater Manchester, Concord, Nashua and Portsmouth areas. Waypoint is a non-profit specializing in the elimination of abuse and neglect. Early Childhood Home Visiting programs are preventative in nature and focus primarily on supporting the relationship between children and their caregivers.

Regional Clinical Director/MA Department of Children and Families 2010-june 2015

Responsible for oversight and implementation of agency policy and procedures in Boston MA. Direct supervision of multi-disciplinary staff including Quality Improvement, Risk Management, Adoption, Substance Abuse, Domestic Violence and Mental Health Consultation. Facilitate meetings with office middle and senior management. Liaison to child serving state, municipal and private agencies. Familiar with performance based management. Oversee system of after hours emergency response teams. Responsible for training, team building

Mental Health Specialist/ MA Department of Children and Families 2001-2010

Provide consultation to staff on issues involving mental health concerns. Helped design data collection and analysis to understand and address problem of children "stuck" in hospitals. Liaison with acute psychiatric facilities, Department of Mental Health and Developmental Disability Services. Developed and maintained interagency teams and group home with focus on children transitioning from child to adult services. Key developer of child psychopharmacology training for DCF workers. Implementation, oversight and analysis of consultation with community child psychiatrists. Leader in critical incident management, crisis debriefing and wellness initiative in the region. Promotes professional development of staff including intern supervision. Developed and implemented crisis planning teams with Boston Psychiatric Emergency Service Team.

Private Practice**2001-2012****Andover and Revere Ma**

Provided outpatient child and family therapy. Special emphasis on adolescent adjustment, child development, child behavior and parenting strategies.

Director Child Services/North Suffolk Mental Health**1992-2001**

Clinical and administrative oversight for all child and family out patient services at this private non-profit in Chelsea, Revere and East Boston Ma. Contracts management, budget development. Created and implemented one of the first in home family stabilization teams in the Boston area. Provided direct services, consultation and supervision to Early Intervention Program. Supervised, hired and trained staff of 30 clinical social workers. Involved in grant writing. Provided program oversight of children's afterschool for seriously emotionally disturbed latency age children. Member of labor relation's team. Facilitate utilization and Risk management forums. Provided family and child therapy. Coordinated and implemented Psychological First Aid to incidents of community violence.

Clinician/ Project Cope**1988-1992**

Clinician working with individuals and groups affected by substance use disorder.

Ma. Department of Social Services**1980-1990**

Case manager, protective service investigator in Cambridge Ma. Promoted to supervisor and transferred to Beverly Ma to oversee protective service investigations in the Beverly area. Supervised staff of 6.

Education**University of New Hampshire****1977**

Bachelor of Arts in Social Services

Boston University**1988**

Masters in Social Work

Wheelock**2014**

Advanced Certificate in Early Childhood Mental Health

Skills

Advanced training in; Critical Incident Debriefing; Crisis Prevention Intervention; EMDR; Family Systems

treatment; substance abuse; early childhood mental health; CBT; DBT; Trauma informed treatment; clinical supervision; interest based bargaining; cultural competence. Advanced Reflective Practice Consultant(NH)

Awards

Commonwealth of Ma Citation for Outstanding Performance 2015, Massachusetts DCF Commissioner's award for clinical excellence 2014, Massachusetts DCF Commissioner's Award for Permanency Planning Training 2013; Commissioner's Award for Student Field Supervision 2011; Commissioner's Award for Mental Health Specialist 2008

Personal

Vista Volunteer 1977; exercise enthusiast, avid reader

License

Ma LICSW since 1990

NH LICSW #1913

Waypoint

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$185,411	0	0
Colleen Ives	COO	\$108,139	0	0
Anthony Cheek	CFO	\$103,355	0	0
Maryann Evers	Program Director	\$74,797	47.5%	\$35,529



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

JUN11 '18 PM12:51 DAS

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

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

May 2, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **sole source** agreements with the vendors listed below, in an amount not to exceed \$4,407,387, to provide the provision of home visiting services to expectant women and newly parenting individuals, July 1, 2018 upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Vendor	Vendor Code	Address	Amount
Community Action of Belknap-Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302-1016	\$285,941
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$424,152
Child and Family Services of New Hampshire	177166-B002	City of Manchester, Hillsborough, Merrimack and Rockingham Counties	\$2,220,473
The Family Resource Center at Gorham	162412-B001	Grafton and Coos County	\$737,613
TLC Family Resource Center	170625-B001	109 Pleasant Street Claremont, NH 03743	\$234,000
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$192,978
VNA at HCS, Inc.	177274-B002	312 Marlboro Street Keene, NH 03431	\$312,230
		Total:	\$4,407,387

Funds are available in the following account in State Fiscal Years 2019 and are anticipated to be available in State Fiscal Years 2020 and 2021, upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class	Title	Activity Code	Amount
2019	102-500731	Contracts for Program Svcs	90083200	\$1,958,839
2020	102-500731	Contracts for Program Svcs	90083201	\$1,958,839
2021	102-500731	Contracts for Program Svcs	90083201	\$489,709
			Total:	\$4,407,387

EXPLANATION

This request is **sole source** because these vendors are the only vendors certified to provide the evidence based home visiting model "Healthy Families America" as approved by the Division of Public Health Services and federal funders. Additionally, these vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs available in their community. Home Visiting utilizes an approved Maternal Infant Early Childhood Home Visiting model along with permanent partners within each community providing an array of services to assist in family support and strengthening services to more New Hampshire citizens, statewide. Funds will allow the vendors to provide services to 255 households in need through September 30, 2020. The vendors have demonstrated their ability to provide these services.

The purpose of these agreements is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child growth and development. Home visitation programs can be an effective early-intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services to families at risk.

These agreements contain language in Exhibit C-1, Revisions to General Provisions that allow the Department to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

The vendors will provide home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers will visit families in their homes to provide educational information, depression and developmental screening, and connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline.

Should the Governor and Executive Council not approve this request, many of the most at risk New Hampshire families may not receive access to resources and family support and strengthening services necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Federal Funds, CFDA # 93.870, US Department of Health and Human Services, Health Resources and Services Administration, FAIN #'s are: X10MC29490 (4/1/16 – 9/30/18) X10MC31156) (9/30/17 – 9/29/19).

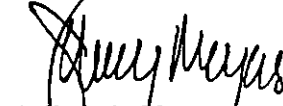
In the event that federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully Submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-02

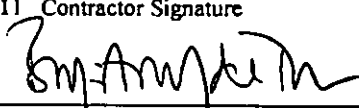
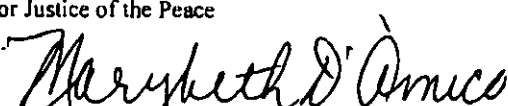
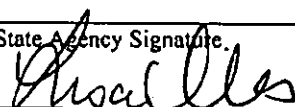
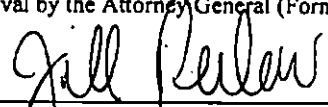
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street (main office) Manchester, NH 03101	
1.5 Contractor Phone Number Phone: (603) 518-4000	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$2,220,473
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory IRDIA AWAJZ DE TOLEDO PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>5/22/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace MARYBETH D'AMICO, Supervisor Business Staff			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Hillsborough County	27 families	27 families
1.5.2.	Merrimack County	19 families	19 families
1.5.3.	Rockingham County	27 families	27 families
1.5.4.	City of Manchester	39 families	39 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*



2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:
 - 2.1.1. Are first time parents.
 - 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
 - 2.1.3. Are less than twenty-one (21) years of age.
 - 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
 - 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
 - 2.1.6. Are users of tobacco products in the home.
 - 2.1.7. Have or have had children with low student achievement.
 - 2.1.8. Have children with developmental delays or disabilities.
 - 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.nh.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America

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model.

- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.
 - 2.5.3. Support parent-child interactions.
 - 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.



- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.
- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.



- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.
 - 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

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Date 5/27/18



Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records

6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1 - 10/1/2017 - 12/31/2017

Quarter 2 - 1/1/2018 - 3/31/2018

Quarter 3 - 4/1/2018 - 6/30/2018

Quarter 4 - 7/1/2018 - 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).



Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

- Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
- Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS to be completed for each month of the contract period

This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes, for both the local implementing Agency and the State Team; and to standardize the way metrics are calculated across all UAS. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in **INTRODUCTION** & **NOTES** early January, use the file named "2015 12" to report December 2015 data). Please do not change the name of the file when emailing the report to NH DPHS.

USE

If your home visitor changed during the reporting month (i.e., home visitors were added to roster, or lost) please see the instructions below:

- Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of NFA time as a home visitor.
- Enter the number of families on each level that the home visitor saw in the reporting month.
- Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
- If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
- Click the "Capacity Analysis" worksheet tab to review the analysis for your local implementing Agency this month.

MAINTENANCE

NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

PLEASE FOLLOW IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH

If your NFA home visiting staff changed, but the number of NFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to **USE**, Step 1.

If the number of NFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:

- Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis").
- Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:
 - # Families served, per case weight category (cells E3:G3)
 - % of monthly home visitor capacity utilized (cells E7; F7)
 - Service Utilization % (cells, E10, F10)

NOTE: THIS TOOL DOES NOT CALCULATE THE CAPACITY OF A CONTRACTOR FOR NFA ONLY (PER THE SCOPE OF SERVICES), NOR DOES IT CALCULATE THE CAPACITY OF A CONTRACTOR FOR NFA ONLY (PER THE SCOPE OF SERVICES). THE CAPACITY OF A CONTRACTOR FOR NFA ONLY (PER THE SCOPE OF SERVICES) IS DETERMINED BY THE CONTRACTOR'S OWN REPORTING AND THE STATE'S OWN REPORTING. THE CAPACITY OF A CONTRACTOR FOR NFA ONLY (PER THE SCOPE OF SERVICES) IS DETERMINED BY THE CONTRACTOR'S OWN REPORTING AND THE STATE'S OWN REPORTING.

2.1.2. Home Visitor Worksheet

Search for Caseload Analysis		Person or Special Circumstances (PSC) Families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple birth (twins, triplets, etc.), have multiple additions (young child, or a child with special needs)											
Hours of FSW (see notes)	Level	Description	Number of Families on Level	Weight	Weighted Caseload per Level	0.5	1	1.5	2	2.5	3	Extra Case Weight	
If hours per week worked for NFA only													
Of the hours above, % time in NFA home visit													
Caseload multiplier													
Level EP		Prenatal - visits every other week during first and second trimester	2.00										
Level IP		Prenatal - visits every week in third trimester (or earlier if first 8 months after birth or enrollment - visits every week)	2.00										
Level 1		Visits every other week	1.00										
Level 2		Visits once per month	0.50										
Level LIS		Child Intervention - visits weekly, or more if needed	3.00										
Level 4		Visits once per quarter	0.25										
Creative Outreach (CO)		Creative Outreach (CO) is for families that complete at least one home visit but become disengaged.	2.00										
Level CO1		CO families are given the same caseload weight they had prior to being on CO, to ensure equity if they are not	1.00										
Level CO2		Temporarily out of Area (TO): for up to 3 months, families are given the same caseload weight they had prior to going on CO, to ensure equity if re-engaged.	1.00										
Level TO1		Temporary Re-Assignment (TRA): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave or	0.50										
Level TO2			0.50										
Level TO3			0.50										
Level TR			0.50										
Actual total						Total additional PSC exception visits							
Maximum capacity													
NFA CAPACITY CALCULATION													
FSW Contribution to NFA CAPACITY CALCULATION													



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS						
Case-Weight Categories:						
	3	2	1	0.5	0.25	Total
# Families Served per category	0	0	0	0	0	0
# Funded	1.0	1.4	1.1	0.5	0.25	
HFA % MASA % Difference						
FDV/DI SDN/DI EDN/DI						
Prenatal Level 1-4 Temporary Permanent						
0 0 0 0 0						
Special Utilization						
0 0 0 0 0						

Families In Case-Weight Categories

LIA Capacity Utilized, All-FSWs

Service Utilization

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	EVALUATION ACTIVITIES	Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____ Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1 through Exhibit B-12 Budgets.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1 through Exhibit B-12 Budgets, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Hillsborough)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 150,578.28	\$ 23,018.68	\$ 173,596.96	\$ -	\$ -	\$ -	\$ 150,578.28	\$ 23,018.68	\$ 173,596.96
2. Employee Benefits	\$ 47,354.00	\$ 4,050.89	\$ 51,404.89	\$ -	\$ -	\$ -	\$ 47,354.00	\$ 4,050.89	\$ 51,404.89
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,865.08	\$ 1,865.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,350.00	\$ 806.83	\$ 2,316.83	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 806.83	\$ 2,316.83
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 525.38	\$ -	\$ 525.38	\$ -	\$ -	\$ -	\$ 525.38	\$ -	\$ 525.38
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 182.84	\$ 882.84	\$ -	\$ -	\$ -	\$ 700.00	\$ 182.84	\$ 882.84
6. Travel	\$ 8,000.00	\$ 395.46	\$ 8,395.46	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 395.46	\$ 8,395.46
7. Occupancy	\$ 8,000.00	\$ 1,372.13	\$ 9,372.13	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 1,372.13	\$ 9,372.13
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 599.08	\$ 3,449.08	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 599.08	\$ 3,449.08
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 361.25	\$ 361.25	\$ -	\$ -	\$ -	\$ -	\$ 361.25	\$ 361.25
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 385.18	\$ 385.18	\$ -	\$ -	\$ -	\$ -	\$ 385.18	\$ 385.18
11. Staff Education and Training	\$ 2,500.00	\$ 245.03	\$ 2,745.03	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 245.03	\$ 2,745.03
12. Subcontracts/Agreements	\$ 14,000.00	\$ 2,358.40	\$ 16,358.40	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 2,358.40	\$ 16,358.40
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 167.48	\$ 1,042.48	\$ -	\$ -	\$ -	\$ 875.00	\$ 167.48	\$ 1,042.48
Interest	\$ -	\$ 4,884.41	\$ 4,884.41	\$ -	\$ -	\$ -	\$ -	\$ 4,884.41	\$ 4,884.41
TOTAL	\$ 237,832.68	\$ 40,860.34	\$ 278,693.02	\$ -	\$ -	\$ -	\$ 237,832.68	\$ 40,860.34	\$ 278,693.02
Indirect As A Percent of Direct			17.2%						

Exhibit B-2, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Hillsborough)

Budget Request for: Home Visiting

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 150,578.28	\$ 23,018.00	\$ 173,596.88	-	-	-	150,578.28	23,018.88	173,596.88
2. Employee Benefits	\$ 47,354.00	\$ 4,050.68	\$ 51,404.68	-	-	-	47,354.00	4,050.68	51,404.68
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	1,865.09	1,865.09	-	-	-	-	1,865.09	1,865.09
Purchase/Depreciation	1,350.00	906.83	2,318.83	-	-	-	1,350.00	906.83	2,318.83
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	525.38	-	525.38	-	-	-	525.38	-	525.38
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	700.00	192.84	892.84	-	-	-	700.00	192.84	892.84
6. Travel	8,000.00	393.48	8,393.48	-	-	-	8,000.00	393.48	8,393.48
7. Occupancy	8,000.00	1,372.13	9,372.13	-	-	-	8,000.00	1,372.13	9,372.13
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	2,850.00	599.08	3,449.08	-	-	-	2,850.00	599.08	3,449.08
Postage	100.00	-	100.00	-	-	-	100.00	-	100.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	381.25	381.25	-	-	-	-	381.25	381.25
Board Expenses	800.00	-	800.00	-	-	-	800.00	-	800.00
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	385.16	385.16	-	-	-	-	385.16	385.16
11. Staff Education and Training	2,500.00	245.03	2,745.03	-	-	-	2,500.00	245.03	2,745.03
12. Subcontracts/Agreements	14,000.00	2,358.40	16,358.40	-	-	-	14,000.00	2,358.40	16,358.40
13. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
Overs/Accreditation	875.00	187.48	1,062.48	-	-	-	875.00	187.48	1,062.48
Interest	-	4,884.41	4,884.41	-	-	-	-	4,884.41	4,884.41
TOTAL	237,632.88	48,880.34	278,483.80	-	-	-	237,632.88	48,860.34	278,483.80

Indirect As A Percent of Direct

17.2%

Contractor Initials: *Pat*
Date: *5/17/19*

Exhibit B-3, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Hillsborough)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 37,644.57	\$ 5,754.67	\$ 43,399.24	\$ -	\$ -	\$ -	\$ 37,644.57	\$ 5,754.67	\$ 43,399.24
2. Employee Benefits	\$ 11,838.50	\$ 1,012.67	\$ 12,851.17	\$ -	\$ -	\$ -	\$ 11,838.50	\$ 1,012.67	\$ 12,851.17
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 466.27	\$ 466.27	\$ -	\$ -	\$ -	\$ -	\$ 466.27	\$ 466.27
Purchase/Depreciation	\$ 337.50	\$ 241.86	\$ 579.36	\$ -	\$ -	\$ -	\$ 337.50	\$ 241.86	\$ 579.36
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 131.35	\$ -	\$ 131.35	\$ -	\$ -	\$ -	\$ 131.35	\$ -	\$ 131.35
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175.00	\$ 48.21	\$ 223.21	\$ -	\$ -	\$ -	\$ 175.00	\$ 48.21	\$ 223.21
6. Travel	\$ 2,000.00	\$ 98.87	\$ 2,098.87	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 98.87	\$ 2,098.87
7. Occupancy	\$ 2,000.00	\$ 343.03	\$ 2,343.03	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 343.03	\$ 2,343.03
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 712.50	\$ 149.77	\$ 862.27	\$ -	\$ -	\$ -	\$ 712.50	\$ 149.77	\$ 862.27
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 90.31	\$ 90.31	\$ -	\$ -	\$ -	\$ -	\$ 90.31	\$ 90.31
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 98.29	\$ 98.29	\$ -	\$ -	\$ -	\$ -	\$ 98.29	\$ 98.29
11. Staff Education and Training	\$ 825.00	\$ 81.26	\$ 906.26	\$ -	\$ -	\$ -	\$ 825.00	\$ 81.26	\$ 906.26
12. Subcontracts/Agreements	\$ 3,500.00	\$ 589.10	\$ 4,089.10	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 589.10	\$ 4,089.10
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 218.75	\$ 41.82	\$ 260.57	\$ -	\$ -	\$ -	\$ 218.75	\$ 41.82	\$ 260.57
Interest	\$ -	\$ 1,221.10	\$ 1,221.10	\$ -	\$ -	\$ -	\$ -	\$ 1,221.10	\$ 1,221.10
TOTAL	\$ 69,488.17	\$ 10,214.83	\$ 79,703.00	\$ -	\$ -	\$ -	\$ 69,488.17	\$ 10,214.83	\$ 79,703.00
Indirect As A Percent of Direct		17.2%							

Contractor Initials JAS
Date 5/27/18

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

Bidder/Program Name: Child and Family Services of NH (City of Manchester)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	\$ 167,030.34	\$ 18,199.70	\$ 183,230.04	\$ -	\$ -	\$ -	\$ 167,030.34	\$ 18,199.70	\$ 183,230.04
2. Employee Benefits	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38	\$ -	\$ -	\$ -	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,312.58	\$ 1,312.58	\$ -	\$ -	\$ -	\$ -	\$ 1,312.58	\$ 1,312.58
Purchase/Depreciation	\$ 1,500.00	\$ 680.28	\$ 2,180.28	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 680.28	\$ 2,180.28
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 409.00	\$ 135.71	\$ 544.71	\$ -	\$ -	\$ -	\$ 409.00	\$ 135.71	\$ 544.71
6. Travel	\$ 3,154.00	\$ 278.31	\$ 3,432.31	\$ -	\$ -	\$ -	\$ 3,154.00	\$ 278.31	\$ 3,432.31
7. Occupancy	\$ 9,342.00	\$ 865.65	\$ 10,207.65	\$ -	\$ -	\$ -	\$ 9,342.00	\$ 865.65	\$ 10,207.65
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 3,534.00	\$ 421.81	\$ 3,955.81	\$ -	\$ -	\$ -	\$ 3,534.00	\$ 421.81	\$ 3,955.81
Postage	\$ 104.00	\$ -	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00	\$ -	\$ 104.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,832.00	\$ 254.23	\$ 2,086.23	\$ -	\$ -	\$ -	\$ 1,832.00	\$ 254.23	\$ 2,086.23
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 884.00	\$ 271.08	\$ 1,155.08	\$ -	\$ -	\$ -	\$ 884.00	\$ 271.08	\$ 1,155.08
11. Staff Education and Training	\$ 3,500.00	\$ 172.44	\$ 3,672.44	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 172.44	\$ 3,672.44
12. Subcontracts/Agreements	\$ 9,945.00	\$ 1,858.35	\$ 11,803.35	\$ -	\$ -	\$ -	\$ 9,945.00	\$ 1,858.35	\$ 11,803.35
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 117.89	\$ 992.89	\$ -	\$ -	\$ -	\$ 875.00	\$ 117.89	\$ 992.89
Interest	\$ -	\$ 3,437.47	\$ 3,437.47	\$ -	\$ -	\$ -	\$ -	\$ 3,437.47	\$ 3,437.47
TOTAL	\$ 242,844.80	\$ 28,758.89	\$ 271,603.69	\$ -	\$ -	\$ -	\$ 242,844.80	\$ 28,758.89	\$ 271,603.69

Indirect As A Percent of Direct

11.9%

Contractor Initials *SK*
 Date *5/27/18*

Exhibit B-5, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (City of Manchester)

Budget Request for: Horse Visiting

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 187,030.34	\$ 18,199.70	\$ 205,230.04	\$ -	\$ -	\$ -	\$ 187,030.34	\$ 18,199.70	\$ 205,230.04
2. Employee Benefits	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38	\$ -	\$ -	\$ -	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,312.68	\$ 1,312.68	\$ -	\$ -	\$ -	\$ -	\$ 1,312.68	\$ 1,312.68
Purchases/Depreciation	\$ 1,500.00	\$ 680.28	\$ 2,180.28	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 680.28	\$ 2,180.28
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 409.00	\$ 135.71	\$ 544.71	\$ -	\$ -	\$ -	\$ 409.00	\$ 135.71	\$ 544.71
6. Travel	\$ 3,154.00	\$ 278.31	\$ 3,432.31	\$ -	\$ -	\$ -	\$ 3,154.00	\$ 278.31	\$ 3,432.31
7. Occupancy	\$ 9,342.00	\$ 965.85	\$ 10,307.85	\$ -	\$ -	\$ -	\$ 9,342.00	\$ 965.85	\$ 10,307.85
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,534.00	\$ 421.81	\$ 3,955.81	\$ -	\$ -	\$ -	\$ 3,534.00	\$ 421.81	\$ 3,955.81
Postage	\$ 104.00	\$ -	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00	\$ -	\$ 104.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,532.00	\$ 254.23	\$ 1,786.23	\$ -	\$ -	\$ -	\$ 1,532.00	\$ 254.23	\$ 1,786.23
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 884.00	\$ 271.08	\$ 1,155.08	\$ -	\$ -	\$ -	\$ 884.00	\$ 271.08	\$ 1,155.08
11. Staff Education and Training	\$ 3,500.00	\$ 172.44	\$ 3,672.44	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 172.44	\$ 3,672.44
12. Subcontracts/Agreements	\$ 9,845.00	\$ 1,658.35	\$ 11,503.35	\$ -	\$ -	\$ -	\$ 9,845.00	\$ 1,658.35	\$ 11,503.35
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 878.00	\$ 117.89	\$ 995.89	\$ -	\$ -	\$ -	\$ 878.00	\$ 117.89	\$ 995.89
Interest	\$ -	\$ 3,437.47	\$ 3,437.47	\$ -	\$ -	\$ -	\$ -	\$ 3,437.47	\$ 3,437.47
TOTAL	\$ 242,648.00	\$ 28,788.09	\$ 271,436.09	\$ -	\$ -	\$ -	\$ 242,648.00	\$ 28,788.09	\$ 271,436.09

Indirect As A Percent of Direct

11.8%

Contractor Initials: *CAF*
Date: 5/22/18

Exhibit B-4, Budget Sheet

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

Budget/Program Name: Child and Family Services of NH (City of Manchester)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share/ Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 41,757.59	\$ 4,049.80	\$ 45,807.39	\$ -	\$ -	\$ -	\$ 41,757.59	\$ 4,049.80	\$ 45,807.39
2. Employee Benefits	\$ 6,858.87	\$ 712.68	\$ 7,571.55	\$ -	\$ -	\$ -	\$ 6,858.87	\$ 712.68	\$ 7,571.55
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 328.15	\$ 328.15	\$ -	\$ -	\$ -	\$ -	\$ 328.15	\$ 328.15
Purchase/Depreciation	\$ 375.00	\$ 170.07	\$ 545.07	\$ -	\$ -	\$ -	\$ 375.00	\$ 170.07	\$ 545.07
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 102.25	\$ 33.83	\$ 136.08	\$ -	\$ -	\$ -	\$ 102.25	\$ 33.83	\$ 136.08
4. Travel	\$ 788.50	\$ 89.56	\$ 878.06	\$ -	\$ -	\$ -	\$ 788.50	\$ 89.56	\$ 878.06
7. Occupancy	\$ 2,333.90	\$ 241.41	\$ 2,575.31	\$ -	\$ -	\$ -	\$ 2,333.90	\$ 241.41	\$ 2,575.31
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 893.90	\$ 105.40	\$ 999.30	\$ -	\$ -	\$ -	\$ 893.90	\$ 105.40	\$ 999.30
Postage	\$ 28.00	\$ -	\$ 28.00	\$ -	\$ -	\$ -	\$ 28.00	\$ -	\$ 28.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 383.00	\$ 63.58	\$ 446.58	\$ -	\$ -	\$ -	\$ 383.00	\$ 63.58	\$ 446.58
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 221.00	\$ 87.77	\$ 298.77	\$ -	\$ -	\$ -	\$ 221.00	\$ 87.77	\$ 298.77
11. Staff Education and Training	\$ 875.00	\$ 43.11	\$ 918.11	\$ -	\$ -	\$ -	\$ 875.00	\$ 43.11	\$ 918.11
12. Subcontracts/Agreements	\$ 2,486.25	\$ 414.59	\$ 2,900.84	\$ -	\$ -	\$ -	\$ 2,486.25	\$ 414.59	\$ 2,900.84
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overs/Accreditation	\$ 218.75	\$ 29.47	\$ 248.22	\$ -	\$ -	\$ -	\$ 218.75	\$ 29.47	\$ 248.22
Interest	\$ -	\$ 859.37	\$ 859.37	\$ -	\$ -	\$ -	\$ -	\$ 859.37	\$ 859.37
TOTAL	\$ 68,682.00	\$ 7,189.80	\$ 75,871.80	\$ -	\$ -	\$ -	\$ 68,682.00	\$ 7,189.80	\$ 75,871.80
Indirect As A Percent of Direct		11.9%							

Contractor Initials *RF*
 Date *5/22/18*

Exhibit B-7, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Merrimack)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 136,600.02	\$ 20,839.85	\$ 157,439.87	\$ -	\$ -	\$ -	\$ 136,600.02	\$ 20,839.85	\$ 157,439.87
2. Employee Benefits	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24	\$ -	\$ -	\$ -	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,888.53	\$ 1,888.53	\$ -	\$ -	\$ -	\$ -	\$ 1,888.53	\$ 1,888.53
Purchase/Depreciation	\$ 900.00	\$ 875.13	\$ 1,775.13	\$ -	\$ -	\$ -	\$ 900.00	\$ 875.13	\$ 1,775.13
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 174.58	\$ 874.58	\$ -	\$ -	\$ -	\$ 700.00	\$ 174.58	\$ 874.58
6. Travel	\$ 11,661.00	\$ 358.03	\$ 12,019.03	\$ -	\$ -	\$ -	\$ 11,661.00	\$ 358.03	\$ 12,019.03
7. Occupancy	\$ 10,898.98	\$ 1,242.24	\$ 11,939.22	\$ -	\$ -	\$ -	\$ 10,898.98	\$ 1,242.24	\$ 11,939.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 542.37	\$ 3,392.37	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 542.37	\$ 3,392.37
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 327.05	\$ 327.05	\$ -	\$ -	\$ -	\$ -	\$ 327.05	\$ 327.05
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 348.70	\$ 848.70	\$ -	\$ -	\$ -	\$ 500.00	\$ 348.70	\$ 848.70
11. Staff Education and Training	\$ 3,700.00	\$ 221.83	\$ 3,921.83	\$ -	\$ -	\$ -	\$ 3,700.00	\$ 221.83	\$ 3,921.83
12. Subcontracts/Agreements	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 750.00	\$ 151.85	\$ 901.85	\$ -	\$ -	\$ -	\$ 750.00	\$ 151.85	\$ 901.85
Interest	\$ -	\$ 4,421.87	\$ 4,421.87	\$ -	\$ -	\$ -	\$ -	\$ 4,421.87	\$ 4,421.87
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 215,172.00	\$ 36,992.80	\$ 252,164.80	\$ -	\$ -	\$ -	\$ 215,172.00	\$ 36,992.80	\$ 252,164.80

Indirect As A Percent of Direct

17.2%

Contractor Initials **RAT**
Date **5/12/18**

Exhibit B-6, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Merrimack)

Budget Request for: Home Visiting

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 136,000.02	\$ 20,838.63	\$ 157,499.07	\$ -	\$ -	\$ -	\$ 136,000.02	\$ 20,838.63	\$ 157,469.67
2. Employee Benefits	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24	\$ -	\$ -	\$ -	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,688.53	\$ 1,688.53	\$ -	\$ -	\$ -	\$ -	\$ 1,688.53	\$ 1,688.53
Purchase/Depreciation	\$ 800.00	\$ 875.13	\$ 1,775.13	\$ -	\$ -	\$ -	\$ 800.00	\$ 875.13	\$ 1,775.13
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 174.58	\$ 874.58	\$ -	\$ -	\$ -	\$ 700.00	\$ 174.58	\$ 874.58
6. Travel	\$ 11,681.00	\$ 358.03	\$ 12,019.03	\$ -	\$ -	\$ -	\$ 11,681.00	\$ 358.03	\$ 12,019.03
7. Occupancy	\$ 10,698.98	\$ 1,242.24	\$ 11,939.22	\$ -	\$ -	\$ -	\$ 10,698.98	\$ 1,242.24	\$ 11,939.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 542.37	\$ 3,392.37	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 542.37	\$ 3,392.37
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 327.05	\$ 327.05	\$ -	\$ -	\$ -	\$ -	\$ 327.05	\$ 327.05
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 348.70	\$ 848.70	\$ -	\$ -	\$ -	\$ 500.00	\$ 348.70	\$ 848.70
11. Staff Education and Training	\$ 3,700.00	\$ 221.83	\$ 3,921.83	\$ -	\$ -	\$ -	\$ 3,700.00	\$ 221.83	\$ 3,921.83
12. Subcontracts/Agreements	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33
13. Other (specify detail's mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 750.00	\$ 151.65	\$ 901.65	\$ -	\$ -	\$ -	\$ 750.00	\$ 151.65	\$ 901.65
Interest	\$ -	\$ 4,421.67	\$ 4,421.67	\$ -	\$ -	\$ -	\$ -	\$ 4,421.67	\$ 4,421.67
TOTAL	\$ 215,172.00	\$ 38,852.00	\$ 252,164.80	\$ -	\$ -	\$ -	\$ 215,172.00	\$ 38,852.00	\$ 252,164.80

Indirect As A Percent of Direct 17.2%

Contractor Initials *JAT*
Date *5/24/18*

Exhibit B-9, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Merrimack)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract Board		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salaries/Wages	\$ 34,165.01	\$ 5,209.91	\$ 39,374.92	\$ -	\$ -	\$ -	\$ 34,165.01	\$ 5,209.91	\$ 39,374.92
2. Employee Benefits	\$ 9,483.50	\$ 818.81	\$ 10,302.31	\$ -	\$ -	\$ -	\$ 9,483.50	\$ 818.81	\$ 10,302.31
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 422.13	\$ 422.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ 225.00	\$ 218.78	\$ 443.78	\$ -	\$ -	\$ -	\$ -	\$ 422.13	\$ 422.13
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.00	\$ 218.78	\$ 443.78
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175.00	\$ 43.85	\$ 218.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,815.25	\$ 88.51	\$ 2,903.76	\$ -	\$ -	\$ -	\$ 178.00	\$ 43.85	\$ 218.85
7. Occupancy	\$ 2,874.25	\$ 310.58	\$ 3,184.83	\$ -	\$ -	\$ -	\$ 2,815.25	\$ 88.51	\$ 2,903.76
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,874.25	\$ 310.58	\$ 3,184.83
Telephone	\$ 712.50	\$ 135.58	\$ 848.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 712.50	\$ 135.58	\$ 848.08
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 81.78	\$ 81.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 81.78	\$ 81.78
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
10. Marketing/Communications	\$ 128.00	\$ 87.18	\$ 215.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 925.00	\$ 55.48	\$ 980.48	\$ -	\$ -	\$ -	\$ 128.00	\$ 87.18	\$ 215.18
12. Subcontracts/Agreements	\$ 1,750.00	\$ 533.33	\$ 2,283.33	\$ -	\$ -	\$ -	\$ 925.00	\$ 55.48	\$ 980.48
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 533.33	\$ 2,283.33
Dues/Accreditation	\$ 187.50	\$ 37.91	\$ 225.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ 1,105.42	\$ 1,105.42	\$ -	\$ -	\$ -	\$ 187.50	\$ 37.91	\$ 225.41
TOTAL	\$ 63,783.89	\$ 9,348.80	\$ 73,132.69	\$ -	\$ -	\$ -	\$ 63,783.89	\$ 9,348.80	\$ 73,132.69
Indirect As A Percent of Direct		17.2%							

Contractor Initials *JAF*
Date *5/27/18*

Exhibit B-10, Budget Sheet

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

BkIden/Program Name: Child and Family Services of NH (Rockingham)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 100,809.08	\$ 15,602.50	\$ 116,411.58	-	-	-	\$ 100,809.08	\$ 15,602.50	\$ 116,411.58
2. Employee Benefits	\$ 21,950.00	\$ 2,745.63	\$ 24,705.63	-	-	-	\$ 21,950.00	\$ 2,745.63	\$ 24,705.63
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	\$ 1,294.18	\$ 1,294.18	-	-	-	-	\$ 1,294.18	\$ 1,294.18
Purchases/Depreciation	\$ 450.00	\$ 855.20	\$ 1,305.20	-	-	-	\$ 450.00	\$ 855.20	\$ 1,305.20
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	\$ 700.00	\$ 130.71	\$ 830.71	-	-	-	\$ 700.00	\$ 130.71	\$ 830.71
6. Travel	\$ 6,200.00	\$ 268.08	\$ 6,468.08	-	-	-	\$ 6,200.00	\$ 268.08	\$ 6,468.08
7. Occupancy	\$ 7,000.00	\$ 830.05	\$ 7,830.05	-	-	-	\$ 7,000.00	\$ 830.05	\$ 7,830.05
8. Current Expenses:	-	-	-	-	-	-	-	-	-
Telephone	\$ 1,800.00	\$ 408.07	\$ 2,208.07	-	-	-	\$ 1,800.00	\$ 408.07	\$ 2,208.07
Postage	\$ 100.00	-	\$ 100.00	-	-	-	\$ 100.00	-	\$ 100.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	\$ 244.88	\$ 244.88	-	-	-	-	\$ 244.88	\$ 244.88
Board Expenses	\$ 800.00	-	\$ 800.00	-	-	-	\$ 800.00	-	\$ 800.00
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	\$ 500.00	\$ 281.07	\$ 781.07	-	-	-	\$ 500.00	\$ 281.07	\$ 781.07
11. Staff Education and Training	\$ 3,000.00	\$ 168.06	\$ 3,168.06	-	-	-	\$ 3,000.00	\$ 168.06	\$ 3,168.06
12. Subcontracts/Agreements	\$ 9,928.00	\$ 1,297.21	\$ 11,225.21	-	-	-	\$ 9,928.00	\$ 1,297.21	\$ 11,225.21
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
Oversees/Accreditation	\$ 875.00	\$ 113.54	\$ 988.54	-	-	-	\$ 875.00	\$ 113.54	\$ 988.54
Interest	-	\$ 3,310.73	\$ 3,310.73	-	-	-	-	\$ 3,310.73	\$ 3,310.73
TOTAL	\$ 167,120.88	\$ 27,895.92	\$ 194,816.80	-	-	-	\$ 167,120.88	\$ 27,895.92	\$ 194,816.80

Indirect As A Percent of Direct 17.0%

Contractor Initials *RAF*
Date *5/22/18*

Exhibit B-11, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Rockingham)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 100,800.00	\$ 15,602.50	\$ 116,411.50	\$ -	\$ -	\$ -	\$ 100,800.00	\$ 15,602.50	\$ 116,411.50
2. Employee Benefits	\$ 21,960.00	\$ 2,745.83	\$ 24,705.83	\$ -	\$ -	\$ -	\$ 21,960.00	\$ 2,745.83	\$ 24,705.83
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,284.19	\$ 1,284.19	\$ -	\$ -	\$ -	\$ -	\$ 1,284.19	\$ 1,284.19
Purchase/Depreciation	\$ 450.00	\$ 855.20	\$ 1,105.20	\$ -	\$ -	\$ -	\$ 450.00	\$ 855.20	\$ 1,105.20
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 130.71	\$ 830.71	\$ -	\$ -	\$ -	\$ 700.00	\$ 130.71	\$ 830.71
6. Travel	\$ 8,200.00	\$ 268.08	\$ 8,468.08	\$ -	\$ -	\$ -	\$ 8,200.00	\$ 268.08	\$ 8,468.08
7. Occupancy	\$ 7,800.00	\$ 930.05	\$ 7,930.05	\$ -	\$ -	\$ -	\$ 7,800.00	\$ 930.05	\$ 7,930.05
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,800.00	\$ 409.07	\$ 2,209.07	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 409.07	\$ 2,209.07
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 244.86	\$ 244.86	\$ -	\$ -	\$ -	\$ -	\$ 244.86	\$ 244.86
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 261.07	\$ 761.07	\$ -	\$ -	\$ -	\$ 500.00	\$ 261.07	\$ 761.07
11. Staff Education and Training	\$ 3,000.00	\$ 166.08	\$ 3,166.08	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 166.08	\$ 3,166.08
12. Subcontracts/Agreements	\$ 9,825.00	\$ 1,587.21	\$ 11,523.21	\$ -	\$ -	\$ -	\$ 9,825.00	\$ 1,587.21	\$ 11,523.21
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 113.54	\$ 988.54	\$ -	\$ -	\$ -	\$ 875.00	\$ 113.54	\$ 988.54
Interest	\$ -	\$ 3,310.73	\$ 3,310.73	\$ -	\$ -	\$ -	\$ -	\$ 3,310.73	\$ 3,310.73
TOTAL	\$ 187,120.00	\$ 27,895.92	\$ 214,914.00	\$ -	\$ -	\$ -	\$ 187,120.00	\$ 27,895.92	\$ 214,914.00

Indirect As A Percent of Direct 17.6%

Contractor Initials *845*
Date *5/10/18*

Exhibit B-12, Budget Sheet

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

Bidder/Program Name: Child and Family Services of NH (Rockingham)

Budget Request for Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 25,202.27	\$ 3,900.63	\$ 29,102.90	\$ -	\$ -	\$ -	\$ 25,202.27	\$ 3,900.63	\$ 29,102.90
2. Employee Benefits	\$ 5,489.00	\$ 896.41	\$ 6,385.41	\$ -	\$ -	\$ -	\$ 5,489.00	\$ 896.41	\$ 6,385.41
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 318.05	\$ 318.05	\$ -	\$ -	\$ -	\$ -	\$ 318.05	\$ 318.05
Purchase/Depreciation	\$ 112.50	\$ 165.80	\$ 278.30	\$ -	\$ -	\$ -	\$ 112.50	\$ 165.80	\$ 278.30
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175.00	\$ 32.68	\$ 207.68	\$ -	\$ -	\$ -	\$ 175.00	\$ 32.68	\$ 207.68
6. Travel	\$ 2,050.00	\$ 67.02	\$ 2,117.02	\$ -	\$ -	\$ -	\$ 2,050.00	\$ 67.02	\$ 2,117.02
7. Occupancy	\$ 1,750.00	\$ 232.51	\$ 1,982.51	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 232.51	\$ 1,982.51
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 450.00	\$ 101.52	\$ 551.52	\$ -	\$ -	\$ -	\$ 450.00	\$ 101.52	\$ 551.52
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 61.22	\$ 61.22	\$ -	\$ -	\$ -	\$ -	\$ 61.22	\$ 61.22
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 125.00	\$ 65.27	\$ 190.27	\$ -	\$ -	\$ -	\$ 125.00	\$ 65.27	\$ 190.27
11. Staff Education and Training	\$ 750.00	\$ 41.52	\$ 791.52	\$ -	\$ -	\$ -	\$ 750.00	\$ 41.52	\$ 791.52
12. Subcontracts/Agreements	\$ 2,481.50	\$ 386.30	\$ 2,867.80	\$ -	\$ -	\$ -	\$ 2,481.50	\$ 386.30	\$ 2,867.80
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quasi/Accreditation	\$ 218.75	\$ 28.39	\$ 247.14	\$ -	\$ -	\$ -	\$ 218.75	\$ 28.39	\$ 247.14
Interest	\$ -	\$ 827.68	\$ 827.68	\$ -	\$ -	\$ -	\$ -	\$ 827.68	\$ 827.68
TOTAL	\$ 35,288.82	\$ 6,923.88	\$ 42,212.70	\$ -	\$ -	\$ -	\$ 35,288.82	\$ 6,923.88	\$ 42,212.70

Indirect As A Percent of Direct

17.0%

Contractor Initials: *RAF*
Date: *5/12/18*



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Renewal:**

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name: Child and Family Service of NH

[Handwritten Signature]

5/22/18
Date

Name: BARIA AWANER DE TOWN
Title: PRESIDENT & CEO

Contractor Initials BAW
Date 5/22/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Child and Family Service A NH*

[Signature]

Name: *Luz Alvarez de Toledo*

Title: *President of CFS*

5/24/18
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

5/12/18
Date

Contractor Name: Child and family serv of NH
[Signature]
Name: Selja Alvarez de Toledo
Title: President & CEO



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

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

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

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

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

Exhibit G

Contractor Initials

BT

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

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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.

5/22/18
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: Zuzi Alvarez de Toledo
Title: President & CEO

Exhibit G

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

Contractor Initials [Signature]

Date 5/22/18



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: *Child and Family Services NH*

[Handwritten Signature]

Name: *Enya Alvarez de Toledo*

Title: *President & CEO*

5/22/18
Date

Contractor Initials *BAE*
Date *5/22/18*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

JA

Date

5/17/18



Exhibit I

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

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

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

3/2014

Contractor Initials BAI

Date 5/22/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

[Handwritten Signature]

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR, DPHS

Title of Authorized Representative

5/24/18

Date

CHILD AND Family Services N.H.

Name of the Contractor

[Handwritten Signature]

Signature of Authorized Representative

SYDIA ALVARO DE TOLERO

Name of Authorized Representative

President & CEO

Title of Authorized Representative

5/22/18

Date



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

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

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

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

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

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

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

Contractor Name: Child and Family Services of NH

Name: Sofia Alvarez de Toledo

Title: President & CEO

5/22/18
Date



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

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

3/18
5/22/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

**New Hampshire Department of Health and Human Services
Home Visiting Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Home Visiting Services Contract**

This 1st Amendment to the Home Visiting Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Family Resource Center at Gorham (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 123 Main Street, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018, (Item #27E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:
\$801,958.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #1, Method and Conditions Precedent to Payment.
5. Add Exhibit B-7 Budget – Amendment #1.
6. Add Exhibit B-8 Budget – Amendment #1.

New Hampshire Department of Health and Human Services
Home Visiting Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/23/19
Date

Lisa Morris
Lisa Morris
Director

The Family Resource Center at Gorham

8/15/19
Date

Patricia Stolte
Name: Patricia Stolte
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Coos on 8/15/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Roselle M Higgins J.P.
Signature of Notary Public or Justice of the Peace

Roselle M Higgins J.P.
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/5/20


New Hampshire Department of Health and Human Services
Home Visiting Services



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

OFFICE OF THE ATTORNEY GENERAL

8/28/2019
Date


Name: Nancy J. Smith
Title: S. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with:
 - 2.1. Federal Funds from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), in accordance with the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.870 (<https://www.cfda.gov>).
 - 2.2. Other Funds from Governor Commission Funds.
3. Payment for expenses shall be on a cost reimbursement basis for allowable costs only, in accordance with Exhibits B-1 Budget through Exhibit B-6 Budget, Exhibit B-7 Budget – Amendment #1 and Exhibit B-8 Budget – Amendment #1.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit invoices by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail shall be included with submission of each invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract end date. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-7 Budget - Amendment #1

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

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting Services

Budget Period: July 1, 2019 - June 30, 2020 (\$FY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH's contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 27,365.00	\$ 800.00	\$ 27,965.00	\$ 1,500.00	\$ 800.00	\$ 2,100.00	\$ 25,865.00		\$ 25,865.00
2. Employee Benefits	\$ 2,300.00	\$ 200.00	\$ 2,500.00	\$ 500.00	\$ 200.00	\$ 700.00	\$ 1,800.00		\$ 1,800.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -		\$ -
6. Travel	\$ 1,590.00	\$ -	\$ 1,590.00	\$ -	\$ -	\$ -	\$ 1,590.00		\$ 1,590.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Subscriptions (HFA Annual Fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13. Other (specific details mandatory): Printing	\$ 2,920.00	\$ -	\$ 2,920.00	\$ -	\$ -	\$ -	\$ 2,920.00		\$ 2,920.00
Indirect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL	\$ 34,775.00	\$ 800.00	\$ 35,575.00	\$ 2,600.00	\$ 800.00	\$ 3,400.00	\$ 32,175.00		\$ 32,175.00

Indirect As A Percent of Direct

2.3%

Exhibit B-7 Budget - Amendment #1

SS-2019-DPHS-05-HOMEV-03-A01

Initials

B

Date

8-15-19

Exhibit B-8 Budget - Amendment #1

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

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting Services

Budget Period: July 1, 2019 - June 30, 2020 (\$FY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH\$ contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 17,500.00	\$ 600.00	\$ 18,100.00	\$ 1,500.00	\$ 600.00	\$ 2,100.00	\$ 16,000.00		\$ 16,000.00
2. Employee Benefits	\$ 3,500.00	\$ 200.00	\$ 3,700.00	\$ 500.00	\$ 200.00	\$ 700.00	\$ 3,000.00		\$ 3,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Office	\$ 3,145.45	\$ -	\$ 3,145.45	\$ 600.00	\$ -	\$ 600.00	\$ 2,545.45		\$ 2,545.45
6. Travel	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00		\$ 3,500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Telephone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00		\$ 1,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Subscriptions (HFA Annual Fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Board Expenses	\$ -	\$ 40.00	\$ 40.00	\$ -	\$ 40.00	\$ 40.00	\$ -		\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
10. Marketing/Communications	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -		\$ -
11. Staff Education and Training	\$ 3,200.00	\$ 500.00	\$ 3,700.00	\$ -	\$ 500.00	\$ 500.00	\$ 3,200.00		\$ 3,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
13. Other (specific details mandatory): Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Indirect	\$ 2,924.55	\$ -	\$ 2,924.55	\$ -	\$ -	\$ -	\$ 2,924.55		\$ 2,924.55
TOTAL	\$ 34,770.00	\$ 1,740.00	\$ 36,510.00	\$ 2,600.00	\$ 1,740.00	\$ 4,340.00	\$ 32,170.00		\$ 32,170.00
Indirect As A Percent of Direct			5.0%						

Exhibit B-8 Budget - Amendment #1

SS-2019-DPHS-05-HOMEV-03-A01

Initials *JW*
Date 8.15.19

State of New Hampshire

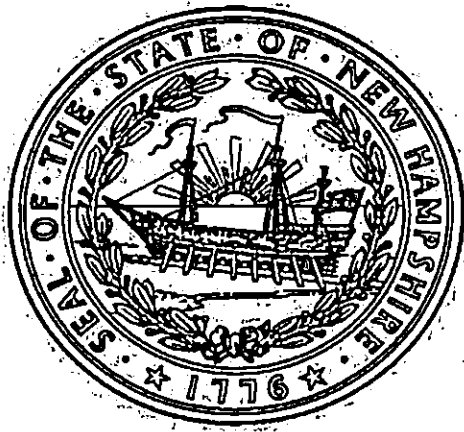
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 270161

Certificate Number : 0004510479



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Heidi Barker, do hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 15, 2019:

RESOLVED: That the Patricia Stolte

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of August, 2019.
4. Patricia Stolte is the duly elected Executive Director of the Agency.

Heidi Barker

Signature

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 15th day of Aug., 2019.

By Heidi Barker, President of the FRC Board of Directors

Roselle M Higgins J.P.
Notary Public/Justice of the Peace

Commission Expires: 10/5/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2019

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

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


PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.net	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581	INSURER A: Great American Insurance Group	NAIC # GAIG
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2019 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MAC3793560-13	05/10/2019	05/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 AbMol Daycare, IncAnoPA \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MAC3793560-13	05/10/2019	05/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB113778405	05/10/2019	05/10/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6JUB2E64893-3-19	05/08/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of NH DHHS 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**the family
resource center**
at Gorham

MISSION:

To build healthier families and stronger communities
through positive relations, programs and collaborations
in the North Country of New Hampshire

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 7, 2018, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts
Professional Association*

September 14, 2018
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2018 AND 2017**

ASSETS

	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 238,341	\$ 199,929
Certificates of deposit	80,127	79,967
Grants receivable	251,249	183,900
Prepaid expenses	<u>9,441</u>	<u>10,548</u>
Total current assets	<u>579,158</u>	<u>474,344</u>
PROPERTY		
Leasehold improvements	74,932	74,932
Furniture and equipment	<u>51,575</u>	<u>51,575</u>
Total	126,507	126,507
Less: accumulated depreciation	<u>(90,919)</u>	<u>(85,345)</u>
Property, net	<u>35,588</u>	<u>41,162</u>
OTHER ASSETS		
Investments	209,058	203,775
Agency deposits - cash	<u>22,226</u>	<u>25,583</u>
Total other assets	<u>231,284</u>	<u>229,358</u>
TOTAL ASSETS	<u>\$ 846,030</u>	<u>\$ 744,864</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 8,890	\$ 12,377
Accrued expenses	28,856	30,432
Agency deposits	22,226	25,583
Refundable advances	<u>14,799</u>	<u>29,260</u>
Total current liabilities	<u>74,771</u>	<u>97,652</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	19,244	16,835
Undesignated	530,856	419,120
Temporarily restricted	5,000	-
Permanently restricted - endowment	<u>216,159</u>	<u>211,257</u>
Total net assets	<u>771,259</u>	<u>647,212</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 846,030</u>	<u>\$ 744,864</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grants	\$ -	\$ 1,414,856	\$ -	\$ 1,414,856
Donations	39,023	5,000	-	44,023
Agency rents	37,205	-	-	37,205
Investment income	-	-	5,405	5,405
Other income	1,560	-	-	1,560
Interest income	370	-	-	370
Net unrealized investment gain (loss)	-	-	(7,607)	(7,607)
Net realized investment gain	-	-	11,475	11,475
Net assets released from restrictions	<u>1,414,856</u>	<u>(1,414,856)</u>	<u>-</u>	<u>-</u>
Total revenues, support and net assets released from restrictions	<u>1,493,014</u>	<u>5,000</u>	<u>9,273</u>	<u>1,507,287</u>
EXPENSES				
Program services	1,222,386	-	-	1,222,386
Management and general	<u>156,483</u>	<u>-</u>	<u>4,371</u>	<u>160,854</u>
Total expenses	<u>1,378,869</u>	<u>-</u>	<u>4,371</u>	<u>1,383,240</u>
INCREASE IN NET ASSETS	114,145	5,000	4,902	124,047
NET ASSETS - BEGINNING OF YEAR	<u>435,955</u>	<u>-</u>	<u>211,257</u>	<u>647,212</u>
NET ASSETS - END OF YEAR	<u>\$ 550,100</u>	<u>\$ 5,000</u>	<u>\$ 216,159</u>	<u>\$ 771,259</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grants	\$ -	\$ 1,263,836	\$ -	\$ 1,263,836
Donations	13,572	-	-	13,572
Agency rents	37,351	-	-	37,351
Investment income	-	-	4,872	4,872
Other income	4,850	-	-	4,850
Interest income	293	-	-	293
Net unrealized investment gain (loss)	-	-	(1,348)	(1,348)
Net realized investment gain	-	-	12,122	12,122
Net assets released from restrictions	<u>1,263,836</u>	<u>(1,263,836)</u>	<u>-</u>	<u>-</u>
Total revenues, support and net assets released from restrictions	<u>1,319,902</u>	<u>-</u>	<u>15,646</u>	<u>1,335,548</u>
EXPENSES				
Program services	1,075,827	-	-	1,075,827
Management and general	<u>176,446</u>	<u>-</u>	<u>4,153</u>	<u>180,599</u>
Total expenses	<u>1,252,273</u>	<u>-</u>	<u>4,153</u>	<u>1,256,426</u>
INCREASE IN NET ASSETS	67,629	-	11,493	79,122
NET ASSETS - BEGINNING OF YEAR	<u>368,326</u>	<u>-</u>	<u>199,764</u>	<u>568,090</u>
NET ASSETS - END OF YEAR	<u>\$ 435,955</u>	<u>\$ -</u>	<u>\$ 211,257</u>	<u>\$ 647,212</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 124,047	\$ 79,122
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized loss on investments	7,607	1,348
Realized gains on investments	(11,475)	(12,122)
Depreciation	5,574	7,500
(Increase) decrease in assets:		
Grants receivable	(67,349)	31,036
Prepaid expenses	1,107	2,344
Increase (decrease) in liabilities:		
Accounts payable	(3,487)	(1,366)
Accrued expenses	(1,576)	11,875
Agency deposits	(3,357)	(738)
Refundable advances	(14,461)	6,812
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>36,630</u>	<u>125,811</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of investments	55,979	29,852
Purchase of investments and certificates of deposit	(57,554)	(45,440)
NET CASH USED IN INVESTING ACTIVITIES	<u>(1,575)</u>	<u>(15,588)</u>
NET INCREASE IN CASH AND EQUIVALENTS	35,055	110,223
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>225,512</u>	<u>115,289</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 260,567</u>	<u>\$ 225,512</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 769,290	\$ 105,510	\$ 874,800
Payroll taxes	57,002	7,818	64,820
Employee benefits	96,469	12,161	108,630
Program activities	90,579	-	90,579
Travel	80,917	530	81,447
Food and supplies	19,748	793	20,541
Heat and utilities	18,039	949	18,988
Telephone, internet, fax and cable	12,014	2,288	14,302
Accounting fees	-	12,852	12,852
Contractors and consultants	10,550	1,449	11,999
Small equipment	10,027	925	10,952
Conferences and meetings	8,441	1,704	10,145
Liability insurance	9,578	-	9,578
Rent	8,166	-	8,166
Maintenance, cleaning and inspections	6,027	1,506	7,533
Depreciation	4,459	1,115	5,574
Printing	4,885	373	5,258
Student transportation	5,185	-	5,185
Bank charges	-	4,560	4,560
Advertising	3,071	1,468	4,539
Training	3,526	369	3,895
Technology	2,216	1,672	3,888
Payroll processing service	-	2,445	2,445
Property insurance	1,078	360	1,438
Postage and shipping	1,119	7	1,126
	<u>1,119</u>	<u>7</u>	<u>1,126</u>
Total	<u>\$ 1,222,386</u>	<u>\$ 160,854</u>	<u>\$ 1,383,240</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 697,801	\$ 120,998	\$ 818,799
Payroll taxes	51,430	9,256	60,686
Employee benefits	70,330	13,468	83,798
Program activities	61,994	-	61,994
Travel	56,520	690	57,210
Food and supplies	23,461	1,853	25,314
Heat and utilities	16,862	888	17,750
Accounting fees	-	16,188	16,188
Contractors and consultants	10,620	1,331	11,951
Telephone, internet, fax and cable	11,530	240	11,770
Rent	10,545	-	10,545
Conferences and meetings	7,474	2,740	10,214
Liability insurance	9,800	177	9,977
Maintenance, cleaning and inspections	7,298	1,825	9,123
Training	6,582	1,154	7,736
Depreciation	7,500	-	7,500
Student transportation	6,576	-	6,576
Small equipment	6,026	470	6,496
Printing	5,472	41	5,513
Technology	2,500	1,862	4,362
Bank charges	-	4,338	4,338
Postage and shipping	2,615	46	2,661
Payroll processing service	-	2,355	2,355
Advertising	1,810	318	2,128
Property insurance	1,081	361	1,442
	<u> </u>	<u> </u>	<u> </u>
Total	\$ 1,075,827	\$ 180,599	\$ 1,256,426

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that empowers and educates children and families so they can overcome obstacles to healthy family development while providing access to social and educational services to underserved North Country populations. Primary programs include:

home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

afterschool programs that support the academic, social and emotional developmental needs of students in grades K-8; and,

an IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to a continuum of the population with a focus on maximizing income tax refunds and earned income tax credits for all individuals entitled to claim such credits.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Board designated unrestricted net assets consist of cash and cash equivalents which are to be used only with a specific vote of the board.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Resource Center. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Resource Center reports expirations of donor restrictions when the donated or acquired long-lived

assets are placed in service. The Resource Center reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Resource Center. Generally, the donors of these assets permit the Resource Center to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2018, the Resource Center had unrestricted, temporarily restricted, and permanently restricted net assets. As of June 30, 2017, the Resource Center had unrestricted and permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$2,500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained, but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expired on May 19, 2018. The lease continues under the same terms on a month to month basis. The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately \$10 - \$16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2018 and 2017 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2018 and 2017, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. DEMAND NOTE PAYABLE

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to \$75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2018 and 2017, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.20%. There were no balances outstanding as of June 30, 2018 and 2017.

3. AGENCY DEPOSITS

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2018 and 2017 were \$22,226 and \$22,187, respectively.

The Resource Center served as a fiscal agent for the North Country Veterans Committee. The committee performed extensive outreach, education and awareness throughout the North Country of New Hampshire in building a stronger safety net for North Country veterans and their families. The fiscal agent relationship ended during the year ended June 30, 2018. The amount held on behalf of the committee as of June 30, 2017 was \$3,396.

4. REFUNDABLE ADVANCES

Refundable advances from program grants and contract advances at June 30, 2018 and 2017 totaled \$14,799 and \$29,260, respectively.

5. CONCENTRATION OF CREDIT RISK - CASH

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2018 and 2017. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts.

6. OPERATING LEASE OBLIGATIONS

The Organization has entered into a one-year operating lease agreement to rent satellite office space. The Organization also rents various other office space on a month to month basis. Rent expense under these agreements aggregated \$8,166 and \$10,545 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2019	<u>\$ 2,268</u>

7. INVESTMENTS

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2018 and 2017 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	<u>Excess of Market Over Cost</u>	<u>Investment Income</u>
2018	Bank of America	\$194,026	\$209,058	\$15,032	\$5,405
2017	Bank of America	\$181,136	\$203,775	\$22,639	\$4,872

8. UNRESTRICTED NET ASSETS - DESIGNATED

By vote of the Board of Directors, funds have been designated for long term building maintenance. Unrestricted net assets designated by the board was \$19,244 and \$16,835 at June 30, 2018 and 2017, respectively.

9. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at June 30, 2018 consisted of a \$5,000 contribution with a time restriction requiring the amount to be used in support of general operations for the fiscal year ended June 30, 2019.

10. PERMANENTLY RESTRICTED NET ASSETS

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. During 2013, the Resource Center began taking allowable distributions from the fund. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be

appropriated for operating account expenditures. No distributions were taken from the fund during the years ended June 30, 2018 and 2017.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the endowment fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the endowment fund at any given time.

As of June 30, 2018 and 2017, the endowment fund was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2018 and 2017 was as follows:

	Balances as of <u>June 30, 2017</u>	Activity for the year ended <u>June 30, 2018</u>	Balances as of <u>June 30, 2018</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	43,336	5,405	48,741
Realized gain	39,862	11,475	51,337
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(28,799)	(4,371)	(33,170)
Unrealized gain (loss)	<u>22,639</u>	<u>(7,607)</u>	<u>15,032</u>
	<u>\$ 211,257</u>	<u>\$ 4,902</u>	<u>\$ 216,159</u>

	Balances as of <u>June 30, 2016</u>	Activity for the year ended <u>June 30, 2017</u>	Balances as of <u>June 30, 2017</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	38,464	4,872	43,336
Realized gain	27,740	12,122	39,862
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(24,646)	(4,153)	(28,799)
Unrealized gain (loss)	<u>23,987</u>	<u>(1,348)</u>	<u>22,639</u>
	<u>\$ 199,764</u>	<u>\$ 11,493</u>	<u>\$ 211,257</u>

11. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 14, 2018, the date the June 30, 2018 financial statements were available for issuance.

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2018**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services,			
Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	42106802	\$ 8,104
Promoting Safe and Stable Families	93.556	42107306	37,280
Social Services Block Grant	93.667	42106603	139,786
TANF CLUSTER			
Temporary Assistance for Needy Families	93.558	45030206	65,740
Temporary Assistance for Needy Families	93.558	45030353	118,628
			<u>184,368</u>
Maternal & Child Health Services Block Grant for States	93.994	90004009	9,951
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	05-95-90-902010-5896	157,316
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	05-95-90-902010-0831	91,925
			<u>249,241</u>
Passed through Easter Seals			
MEDICAID CLUSTER			
Medical Assistance Program	93.778	None	2,756
Total U.S. Department of Health and Human Services			<u>\$ 631,486</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through State of New Hampshire Department of Education			
Twenty-First Century Community Learning Centers	84.287	86227	\$ 179,474
Twenty-First Century Community Learning Centers	84.287	86282	181,709
Total U.S. Department of Education			<u>\$ 361,183</u>
Total expenditures of federal awards			<u>\$ 992,669</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, where in certain types of expenditures are not allowable or are limited to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance.

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 14, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Family Resource Center at Gorham's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did

not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

*Leon, McDonnell & Roberts
Professional Association*

September 14, 2018
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2018. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Family Resource Center at Gorham's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Family Resource Center at Gorham's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Family Resource Center at Gorham's compliance.

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of Family Resource Center at Gorham is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Family Resource Center at Gorham's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon, McDonnell & Roberts
Professional Association*

September 14, 2018
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Family Resource Center at Gorham.
2. No significant deficiencies were disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The program tested as a major program was: U.S. Department of Education; Twenty-First Century Community Learning Centers, CFDA – 84.287.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS—MAJOR FEDERAL AWARD PROGRAM AUDIT

None

the family resource center

123 Main Street Gorham, NH 03581 603-466-5190

Offices in Berlin, Colebrook, Lancaster & Littleton - www.frc123.org

2019 BOARD OF DIRECTORS – Names & Affiliations only

Heidi Barker, Board President
UNH Cooperative Extension
Field Specialist, Youth & Families

Linda Lamirande, Treasurer
Accountant/VITA Volunteer

Les Glover
NH-DES Center Coordinator

Bridget Laflamme, Board Vice President
Social Worker, Coos County Family Health

Lucie Remillard, Secretary
Casa NH / Berlin City Councilor

Anne-Marie Gagne
Coordinator, Project Aware SAU 3

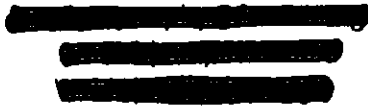
Donna Piet
NH-DHHS Berlin
Family Services Specialist

Karen Moore
Berlin Public Schools
Title I Supervisor

Vicky McGillicuddy
Consumer

Gretchen Taillon
White Mountains Community College

Jesstina A. Murphy, R.N.



Education/ Training

White Mountains Community College, Berlin NH
Associate of Science in Nursing; graduated May 14, 2010.
Licensure: Registered Nurse (RN)

Trained in Limited Ultrasound – This allows me to verify inter- uterine pregnancy, cardiac activity, and gestational age.

Training: 2015 non activated

Employment

Family Resource Center Gorham, NH Telephone: **(603) 466-5190**
June 24, 2019 to Current Supervisor: Briana Shannon
Responsibilities typical of visiting nurse; providing family support through teaching information about pregnancy, prenatal health, deliver, infant health and care, community resources, etc.

Granite State Independent Living Berlin, NH Telephone: **(603)228-9680**
December 2017 to June 2019 Supervisor: Cheryl Pinheiro
Responsibilities are typical of RN Case Manager; meet with consumers on a bi monthly schedule, teach consumers needed skills to maintain living independently, supervise staff work in homes, recruitment, employee consumer matching, completing hire paperwork.

NFI North (Davenport) Jefferson, NH Telephone: **(603)586-4328**
December 2016 to July 2017 Supervisor: Debi Weeks
Responsibilities are typical of an RN; assessment, triaging patients, patient teaching, over seeing medication administration, patient advocate, emergency responses, assisting patients with making and reaching health goals.

Pathways Pregnancy Center
Northern Correctional Facility Berlin, NH Telephone: **(603)752-0345**
July 11, 2014 to December 2016 Supervisor: Ryan Landry
March 24, 2011 to December 2012
Responsibilities are typical of an RN; assessment, triaging patients, patient teaching, medication administration, patient advocate, emergency responses, wound dressings, firm, fair, and consistent care.

The Family Resource Center at Gorham
COOS

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jesstina Murphy	Registered Nurse	\$48,011.60	54 percent	\$25,865

The Family Resource Center at Gorham
GRAFTON

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jesstina Murphy	Registered Nurse	\$48,011.60	34 percent	\$16,000



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

May 2, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **sole source** agreements with the vendors listed below, in an amount not to exceed \$4,407,387, to provide the provision of home visiting services to expectant women and newly parenting individuals, July 1, 2018 upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Vendor	Vendor Code	Address	Amount
Community Action of Belknap-Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302-1016	\$285,941
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$424,152
Child and Family Services of New Hampshire	177166-B002	City of Manchester, Hillsborough, Merrimack and Rockingham Counties	\$2,220,473
The Family Resource Center at Gorham	162412-B001	Grafton and Coos County	\$737,613
TLC Family Resource Center	170625-B001	109 Pleasant Street Claremont, NH 03743	\$234,000
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$192,978
VNA at HCS, Inc.	177274-B002	312 Marlboro Street Keene, NH 03431	\$312,230
Total:			\$4,407,387

Funds are available in the following account in State Fiscal Years 2019 and are anticipated to be available in State Fiscal Years 2020 and 2021, upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class	Title	Activity Code	Amount
2019	102-500731	Contracts for Program Svcs	90083200	\$1,958,839
2020	102-500731	Contracts for Program Svcs	90083201	\$1,958,839
2021	102-500731	Contracts for Program Svcs	90083201	\$489,709
			Total:	\$4,407,387

EXPLANATION

This request is **sole source** because these vendors are the only vendors certified to provide the evidence based home visiting model "Healthy Families America" as approved by the Division of Public Health Services and federal funders. Additionally, these vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs available in their community. Home Visiting utilizes an approved Maternal Infant Early Childhood Home Visiting model along with permanent partners within each community providing an array of services to assist in family support and strengthening services to more New Hampshire citizens, statewide. Funds will allow the vendors to provide services to 255 households in need through September 30, 2020. The vendors have demonstrated their ability to provide these services.

The purpose of these agreements is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child growth and development. Home visitation programs can be an effective early-intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services to families at risk.

These agreements contain language in Exhibit C-1, Revisions to General Provisions that allow the Department to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

The vendors will provide home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers will visit families in their homes to provide educational information, depression and developmental screening, and connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline.

Should the Governor and Executive Council not approve this request, many of the most at risk New Hampshire families may not receive access to resources and family support and strengthening services necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Federal Funds, CFDA # 93.870, US Department of Health and Human Services, Health Resources and Services Administration, FAIN #'s are: X10MC29490 (4/1/16 – 9/30/18) X10MC31156) (9/30/17 – 9/29/19).

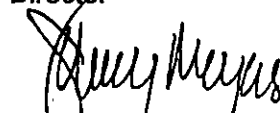
In the event that federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully Submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-03

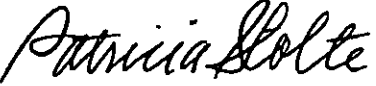
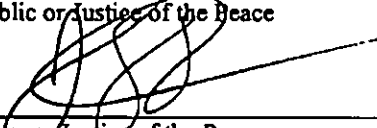
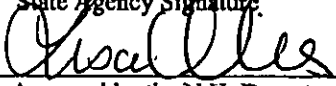
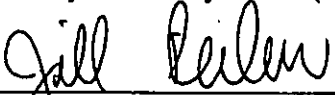
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Family Resource Center at Gorham		1.4 Contractor Address 123 Main Street Gorham, NH 03581	
1.5 Contractor Phone Number Phone: (603) 466-5190 ext. 304	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$737,613
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patricia Stolte, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>5-21-18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Joseph Young - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

JOSEPH YOUNG
 Notary Public, State of New Hampshire
 My Commission Expires August 2, 2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block I.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."
- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Coos County	16 families	16 families
1.5.2.	Grafton County	15 families	25 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority



demographics below:

- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grant/s/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.



- 2.5.2. Support the Family.
- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of



experience in maternal and child health nursing.

- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.



- 4.5.3. Action plans to address barriers.
- 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records



6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).



Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

- Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
- Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS - to be completed for each month of the contract period

This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes, for both the Local Implementing Agency and the State Team; and to standardize the way metrics are calculated across all LIAs. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in early January, use the file named "2018 11" to report December 2018 data). Please do not change the name of the file when emailing the report to NHDPHS.

INTRODUCTION & NOTES

If your home visitors changed during the reporting month (i.e., home visitors were added to roster, or lost) please see the instructions below.

USE

- Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a
- Enter the number of families on each level that the home visitor saw in the reporting month.
- Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
- If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
- Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.

NOTE: to optimize your case assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

MAINTENANCE

If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to **USE**, Step 1.

If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance. Or:

- Duplicate the last FSW worksheet tab (right-click; select "move or copy"; click box "create a copy"; move to "before Capacity Analysis").
- Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:
 - # families served, by case weight category (cells E3:J3)
 - % of monthly home visitor capacity utilized (cells E7, F7)
 - Service Utilization % (cells, E10, F10)

WARNING: # of hours paid should be reported for each home visitor's hours (or HFA only) regardless of whether they are on or off of HFA. Do not report hours for home visitors who are not doing HFA work. For FSWs who are NOT doing HFA work, use "Recruitment" in the Name field and the Capacity Analysis worksheet will auto-calculate for the individual home visitor and for your LIA. Do not include the number of families in the Capacity Analysis worksheet. Do not include the number of families in the Capacity Analysis worksheet. Do not include the number of families in the Capacity Analysis worksheet.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis			Permanent Special Circumstances (PSC) families should be captured above at this level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have a significant additional travel time, or a child with special needs							
Name of staff member			# of families with additional case weights due to PSCs							
# hours per week worked for HFA only			0.5	1	1.5	2	2.5	3	Case Weight	
Of the hours above, % time as HFA home visitor										
Caseload multiplier										
Levels	Description	Number of Families on Level	Weight	Weighted Caseload per Level						Case Weight
Level 2P	Pre-natal - visits every other week during first and second trimester		2.00	0						0
Level 1P	Pre-natal - visits every week in third trimester for a total of 12 visits		2.00	0						0
Level 3	First 6 months after birth or enrollment - visits every week		2.00	0						0
Level 2	Visits every other week		1.00	0						0
Level 3	Visits once per month		0.50	0						0
Level 1CS	One's intervention - visits weekly, or more if needed		3.00	0						0
Level 4	Visits once per quarter		0.25	0						0
Overseas Outreach (OO)	Overseas Outreach (OO) is for families that completed at least one home visit but become disengaged.		2.00	0						0
Level CO1	OO based on one given the same caseload they had prior to going on OO, to ensure space if re-engaged.		1.00	0						0
Level CO2	Temporary Out of Area (TOA) for up to 3 months, families are given the same caseload they had prior to going on TOA, to ensure space if re-engaged.		2.00	0						0
Level TO1	Temporary Re-Assignment (TRA) for up to 3 months, families are given the same caseload they had prior to going on TOA, to ensure space if re-engaged.		1.00	0						0
Level TO2	Temporary Re-Assignment (TRA) for up to 3 months, families are given the same caseload they had prior to going on TOA, to ensure space if re-engaged.		0.50	0						0
Level TO3	Temporary Re-Assignment (TRA) for up to 3 months, families are given the same caseload they had prior to going on TOA, to ensure space if re-engaged.		0.50	0						0
Level TR	Temporary Re-Assignment (TRA) for up to 3 months, families are given the same caseload they had prior to going on TOA, to ensure space if re-engaged.		0.50	0						0
Actual births			0							
Births from file only			0							
HFA CAPACITY CALCULATION			257/21							
FSW Contribution to HFA CAPACITY CALCULATION			257/21							
			Total additional PSC case weights					0		

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		<p>Performance Measure #2 (HFA Standard 3-4.A):</p> <p>Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = _____</p> <p>SFY 19 Target <u>Site enters target here based on prior FY performance</u></p> <p>_____</p>	
	EVALUATION ACTIVITIES		
		<p>Final year (July-June)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <hr/> <p>Quarter 1 (July – September)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <hr/> <p>Quarter 2 (October – December)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <hr/> <p>Quarter 3 (January – March)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <hr/> <p>Quarter 4 (April – June)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p>	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		<hr/> Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ <hr/>	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1 through Exhibit B-6 Budgets.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1 through Exhibit B-6 Budgets, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

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

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 84,020.00	\$ 8,402.00	\$ 92,422.00	\$ 8,000.00	\$ 600.00	\$ 8,600.00	\$ 88,020.00	\$ 8,602.00	\$ 96,622.00
2. Employee Benefits	\$ 19,000.00	\$ 1,900.00	\$ 20,900.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 17,000.00	\$ 1,700.00	\$ 18,700.00
3. Consultants	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
4. Equipment:	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 250.00	\$ 2,750.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
7. Occupancy	\$ 4,800.00	\$ 280.00	\$ 5,080.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,880.00	\$ 280.00	\$ 3,160.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Postage	\$ 330.00	\$ 30.00	\$ 360.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Subscriptions (if A Annual Fee)	\$ 750.00	\$ 78.00	\$ 828.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 78.00	\$ 828.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 530.00	\$ 50.00	\$ 580.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ 130.00	\$ 10.00	\$ 140.00
11. Staff Education and Training	\$ 3,400.00	\$ 640.00	\$ 4,040.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 80.00	\$ 680.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 80.00	\$ 680.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 150,670.00	\$ 16,097.00	\$ 166,767.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 133,570.00	\$ 13,357.00	\$ 146,927.00

Included As A Percent of Direct

10.0%

Contractor Initials

[Signature]
Date 5/21/18

Exhibit B-2, Budget Sheet

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

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 97,000.00	\$ 9,700.00	\$ 106,700.00	\$ 8,000.00	\$ 600.00	\$ 8,600.00	\$ 91,000.00	\$ 9,100.00	\$ 100,100.00
2. Employee Benefits	\$ 20,700.00	\$ 2,070.00	\$ 22,770.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 18,700.00	\$ 1,870.00	\$ 20,570.00
3. Consultants	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 2,472.00	\$ 247.20	\$ 2,719.20	\$ -	\$ -	\$ -	\$ 2,472.00	\$ 247.20	\$ 2,719.20
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
7. Occupancy	\$ 4,000.00	\$ 200.00	\$ 4,200.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ 90.00	\$ 990.00	\$ -	\$ -	\$ -	\$ 900.00	\$ 90.00	\$ 990.00
Postage	\$ 48.00	\$ 4.80	\$ 52.80	\$ -	\$ -	\$ -	\$ 48.00	\$ 4.80	\$ 52.80
Subscriptions (PFA Annual Fee)	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,700.00	\$ 470.00	\$ 5,170.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 700.00	\$ 70.00	\$ 770.00
11. Staff Education and Training	\$ 3,400.00	\$ 340.00	\$ 3,740.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory: Printing)	\$ 450.00	\$ 45.00	\$ 495.00	\$ -	\$ -	\$ -	\$ 450.00	\$ 45.00	\$ 495.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 150,870.00	\$ 16,097.00	\$ 166,967.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 133,570.00	\$ 13,357.00	\$ 146,927.00

Indirect As A Percent of Direct

10.0%

Contractor Initials: *[Signature]*
Date: 5/21/18

Exhibit B-3, Budget Sheet

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

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - Sept 30, 2020 (SFY 21 first 3 months)

Line Item	Total Program Cost:			Contractor Share / Match			Funded by DHHS contract share:		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 28,750.00	\$ 2,875.00	\$ 31,625.00	\$ 6,800.00	\$ 800.00	\$ 7,600.00	\$ 22,750.00	\$ 2,075.00	\$ 24,825.00
2. Employee Benefits	\$ 6,675.00	\$ 667.50	\$ 7,342.50	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 4,675.00	\$ 467.50	\$ 5,142.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 417.73	\$ 41.77	\$ 459.50	\$ -	\$ -	\$ -	\$ 417.73	\$ 41.77	\$ 459.50
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 2,500.00	\$ 50.00	\$ 2,550.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 500.00	\$ 50.00	\$ 550.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions (HFA Annual Fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Insurance	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,400.00	\$ 440.00	\$ 4,840.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 400.00	\$ 40.00	\$ 440.00
11. Staff Education and Training	\$ 2,400.00	\$ 540.00	\$ 2,940.00	\$ 2,500.00	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 40.00	\$ 440.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory): Printing	\$ 450.00	\$ 45.00	\$ 495.00	\$ -	\$ -	\$ -	\$ 450.00	\$ 45.00	\$ 495.00
TOTAL	\$ 60,392.73	\$ 6,079.27	\$ 66,472.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 47,732.73	\$ 4,339.27	\$ 52,072.00

Indirect As A Percent of Direct

10.1%

Contractor Initials

Date 5/24/18

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

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (RFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 106,000.00	\$ 10,000.00	\$ 116,000.00	\$ 8,000.00	\$ 600.00	\$ 8,600.00	\$ 100,000.00	\$ 10,000.00	\$ 110,000.00
2. Employee Benefits	\$ 39,078.18	\$ 3,007.82	\$ 42,086.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 28,078.18	\$ 2,807.82	\$ 30,886.00
3. Consultants	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
4. Equipment:	\$ 1,800.00	\$ 100.00	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 100.00	\$ 1,900.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 14,000.00	\$ 1,400.00	\$ 15,400.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,400.00	\$ 15,400.00
7. Occupancy	\$ 4,800.00	\$ 2,800.00	\$ 7,600.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 5,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,950.00	\$ 295.00	\$ 3,245.00	\$ -	\$ -	\$ -	\$ 2,950.00	\$ 295.00	\$ 3,245.00
Postage	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Subscriptions (HFA Annual Fee)	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 180.00	\$ 1,980.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,300.00	\$ 530.00	\$ 5,830.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 1,300.00	\$ 130.00	\$ 1,430.00
11. Staff Education and Training	\$ 3,400.00	\$ 840.00	\$ 4,040.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
TOTAL	\$ 178,328.18	\$ 20,312.82	\$ 198,641.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 162,328.18	\$ 18,572.82	\$ 180,901.00

Indirect As A Percent of Direct 11.3%

Contractor Initials *AS*
 Date *5/21/18*

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

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (3FY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share:		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 112,965.00	\$ 11,296.50	\$ 124,261.50	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 106,965.00	\$ 10,696.50	\$ 117,661.50
2. Employee Benefits	\$ 31,078.00	\$ 3,107.80	\$ 34,185.80	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 29,078.00	\$ 2,907.80	\$ 31,985.80
3. Consultants	\$ 799.82	\$ 79.98	\$ 879.80	\$ -	\$ -	\$ -	\$ 799.82	\$ 79.98	\$ 879.80
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 250.00	\$ 2,750.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 13,500.00	\$ 1,350.00	\$ 14,850.00	\$ -	\$ -	\$ -	\$ 13,500.00	\$ 1,350.00	\$ 14,850.00
7. Occupancy	\$ 4,200.00	\$ 2,600.00	\$ 6,800.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,200.00	\$ 2,600.00	\$ 4,800.00
8. Content Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,400.00	\$ 140.00	\$ 1,540.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 140.00	\$ 1,540.00
Postage	\$ 49.00	\$ 4.90	\$ 53.90	\$ -	\$ -	\$ -	\$ 49.00	\$ 4.90	\$ 53.90
Subscriptions (MFA Annual Fee)	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 180.00	\$ 1,980.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,700.00	\$ 470.00	\$ 5,170.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 700.00	\$ 70.00	\$ 770.00
11. Staff Education and Training	\$ 2,900.00	\$ 590.00	\$ 3,490.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 900.00	\$ 90.00	\$ 990.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 179,291.82	\$ 20,349.18	\$ 199,641.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 162,291.82	\$ 18,409.18	\$ 180,701.00

Indirect As A Percent of Direct 11.3%

Contractor Initials *AB*
 Date *5/21/18*

Exhibit B-8, Budget Sheet

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

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (First Three months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00
2. Employee Benefits	\$ 8,751.00	\$ 875.10	\$ 9,626.10	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 6,751.00	\$ 675.10	\$ 7,426.10
3. Consultants	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ 80.00	\$ 880.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 380.00	\$ 30.00	\$ 410.00
6. Travel	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 350.00	\$ 3,850.00
7. Occupancy	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 800.00	\$ 80.00	\$ 880.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 40.00	\$ 440.00
Postage	\$ 48.00	\$ 4.80	\$ 52.80	\$ -	\$ -	\$ -	\$ 48.00	\$ 4.80	\$ 52.80
Subscriptions (MFA Annual Fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aid and Levy	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Insurance	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Board Expense	\$ 448.00	\$ 44.80	\$ 492.80	\$ 400.00	\$ 40.00	\$ 440.00	\$ 48.00	\$ 4.80	\$ 52.80
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,300.00	\$ 430.00	\$ 4,730.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 300.00	\$ 30.00	\$ 330.00
11. Staff Education and Training	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 68,850.00	\$ 6,118.00	\$ 74,968.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 56,950.00	\$ 5,378.00	\$ 62,328.00

Indirect As A Percent of Direct 14.5%

Contractor Initials: *[Signature]*
Date: 5/24/18



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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5/21/18

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:
The Family Resource Center at Gorham

5/21/18
Date

Antonio Stalte
Name:
Title: *Executive Director*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

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

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

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

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

Contractor Name:
The Family Resource Center at Gorham

5/24/18
Date

Antonia Stolla
Name:
Title: *Executive Director*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *The Family Resource Center
at Gorham*

5-21-18
Date

Rita Stolle
Name:
Title: *Executive Director*

Contractor Initials *JS*
Date 5/21/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

A handwritten signature in black ink, appearing to be "JK" or similar initials, written over a horizontal line.

Date

A handwritten date in black ink, appearing to be "5/21/18", written over a horizontal line.

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: *The Family Resource Center at Gorham*

5/21/18
Date

Adria Stolle
Name:
Title: *Executive Director*

Exhibit G

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

Contractor Initials

5/21/18



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: *The Family Resource Center
at Gorham*

5/21/18
Date

Patricia Stolte
Name:
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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5/24/18



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

[Handwritten Signature]
5/21/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/24/18
Date

The Family Resource Center at Gorham
Name of the Contractor

[Signature]
Signature of Authorized Representative

Patricia Stolte
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/21/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

The Family Resource Center at Gorham

Patricia Stolte

Name:

Title:

5/21/18
Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 019150817
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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



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

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.).



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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