



STATE OF NEW HAMPSHIRE

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF DEVELOPMENTAL SERVICES – SPECIAL MEDICAL SERVICES

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4488 1-800-852-3345 Ext. 4488  
Fax: 603-271-4902 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/ombp

October 13, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Developmental Services, to enter into a **retroactive** agreement with New Hampshire Coalition for Citizens with Disabilities, Inc. (Vendor # 177245), d/b/a Parent Information Center, 54 Old Suncook Road, Concord, NH 03301, in an amount not to exceed \$139,626.14, for the provision of technical assistance and supports to improve existing health care for Children with Special Health Care Needs, effective **retroactively** to July 1, 2017 upon Governor and Executive Council approval through June 30, 2019. 30% Federal Funds, 70% General Funds.

Funds are available in the following accounts for SFY 2018 and SFY 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified

**05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF DEVELOPMENTAL SERVICES, DIVISION OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL SERVICES**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	561-500911	Specialty Clinics	93001000	\$69,813.07
SFY 2019	561-500911	Specialty Clinics	93001000	\$69,813.07
			<b>Total</b>	<b>\$139,626.14</b>

**EXPLANATION**

This request is **retroactive** because the Department experienced unforeseen administrative delays in soliciting proposals for services as well as delays in receiving, processing and executing contract documents received from the vendor.

The purpose of this request is to increase Statewide Medical Home Planning as it relates to Children with Special Health Care Needs including identification of support from policy and legislation

and to provide Medical Home Technical Assistance for health care providers. This program will support and provide health care that will be accessible, family-centered, continuous, comprehensive, organized, compassionate and culturally competent. This agreement will aid the State of New Hampshire to meet the Maternal and Child Health Bureau's Federal performance measures regarding Medical Home initiatives for Children and with Special Health Care Needs. The United States Public Health Policy states: "All Children with Special Health Care Needs will receive comprehensive, coordinated care in a medical home by 2020". Medical Home, which is a physician, primary care provider, or clinic that is the recipient's source of preventive and primary care services. One third of the parents surveyed report difficulty accessing services.

The focus on systems development is to ensure Children and with Special Health Care Needs, along with their families, will have access to appropriate and adequate health related services. Benefits to the system of care for Children with Special Health Care Needs will include but are not limited to:

- Increased access for Children with Special Health Care Needs to comprehensive coordinated care in a Medical Home.
- An increase in the participation of families in decision making for their children as a basic principle of Medical Home Implementation.
- Practices will be supported to achieve timely and effective referral and access to specialty care and community supports.
- Youth will be prepared and supported as they transition from pediatric to adult health care.

According to the most recent National Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. Through this survey, parents report that more than half of these children do not have a Medical Home.

New Hampshire Coalition for Citizens with Disabilities, Inc., d/b/a Parent Information Center was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from May 15, 2017 through June 16, 2017. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The Score sheet is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, the Department has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this Request, Children with Special Health Care Needs in New Hampshire may have limited access to health care within a comprehensive Medical Home and practices may have limited resources to support their Medical Home development and improvement.

Area served: Statewide.

Source of Funds: 30% Federal Funds and 70% General Funds. (CFDA# 93.994; FAIN# B04MC29353.)

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

Respectfully submitted,



Christine Santaniello  
Division of Long Term Supports & Services  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

Medical Home Project for Children and Youth  
With Special Health Care Needs

**RFP-2018-BDS-07-MEDIC**

**RFP Name**

**RFP Number**

**Bidder Name**

1. **NH Family Voices (NH Coalition for Citizens with Disabilities, Inc.)**

2. **0**

3. **0**

Pass/Fail	Maximum Points	Actual Points
	145	128
	145	0
	145	0

**Reviewer Names**

1. Sue Moore, Public Health Prog Mgr, Devlpmtl Svcs (Tech Team)
2. Dee Dunn Tierney, Administrator II, Devlpmtl Svcs (Tech Team)
3. Alicia L'Esperance, Public Hlth Prog Mgr, Devlpmtl Svcs
4. Paula Bundy, Medical Srvc Tech, Div Devlpmtl Svcs (Cost Team)
5. Tanja Milic, Div Bhvl Hlth, Busns Administrator II (Cost Team)



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

October 23, 2017

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **retroactive** contract with New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center, of Concord, NH as described below and referenced as DoIT No. 2018-008.

This is a request to enter into a **retroactive** contract to improve and enhance policy level initiatives, infrastructure development, planning and technical support regarding medical home activities of health care providers to include transition to adult health care. The Parent Information Center will work collaboratively with Special Medical Services on quality improvement activities/technical assistance, development of resources/tools to improve family awareness and support increased public awareness and best practices.

The amount of the contract is not to exceed \$139,626.14, and shall become effective retroactively to July 1, 2017 upon Governor and Executive Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2018-008

cc: Bruce Smith, IT Manager, DoIT

Subject: RFP-2018-BDS-07-MEDIC/Medical Home Project for CSHCN

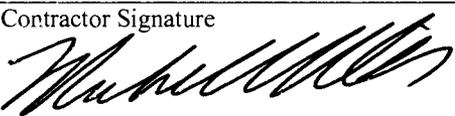
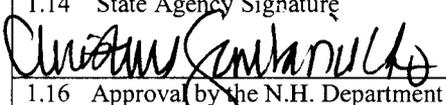
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 New Hampshire Coalition for Citizens with Disabilities Inc., d/b/a Parent Information Center		1.4 Contractor Address 54 Old Suncook Road Concord, NH 03301	
1.5 Contractor Phone Number 603-224-7005	1.6 Account Number 05-95-93-930010-51910000-561-500911-93001000	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$139,626.14
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michelle L. Lewis, Executive Director	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Merrimack</u> On <u>10-4-2017</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 <del>or Justice of the Peace</del>  my commission expires on <u>5-23-2019</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Charlene H. Mayo			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christina Santaniello, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>h. Amberg, Attorney</u> On: <u>10/24/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

10/4/17

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials             
Date 10/4/17

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date

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## Scope of Services

### 1. Provisions Applicable to All Services

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

### 2. Scope of Work

- 2.1. The Contractor shall develop a statewide Medical Home Network as it relates to Children with Special Health Care Needs (CSHCN).
- 2.2. The Contractor shall work to foster and support Medical Home development in an effort to improve the existing system of health care for CSHCN. The Contractor shall provide the following activities, which are not limited to:
  - 2.2.1. **Strategic Planning**
    - 2.2.1.1. The Contractor shall conduct a comprehensive needs assessment using focus groups, electronic feedback, and/or paper surveys within the first year of the contract.
    - 2.2.1.2. The Contractor shall use the data obtained to address informational needs and existing barriers to full implementation of Medical Home.
    - 2.2.1.3. The Contractor shall collect data from patients and their families, providers, and key stakeholders, including community-based agencies, payors, and Department representatives.
    - 2.2.1.4. The Contractor shall use its current relationships to collect feedback and input to obtain data to determine future strategies.
  - 2.2.2. **Raise awareness and adoption**
    - 2.2.2.1. The Contractor shall distribute information in a variety of forms which shall include, but are not limited to:
      - 2.2.2.1.1. Podcasts.
      - 2.2.2.1.2. Fact Sheets.
      - 2.2.2.1.3. Newsletter articles.
  - 2.2.3. **Identification and coordination integration**
    - 2.2.3.1. The Contractor shall share information on provider lists through presence at the New Hampshire Pediatric Society meetings.

  
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- 2.2.3.2. The Contractor shall share information as a component of any technical assistance regarding Medical Home implementations provided to practices as approved by the Department.
- 2.2.3.3. The Contractor shall share information via other opportunities as determined by the needs assessment, as approved by the Department.
- 2.2.4. **Identify and address obstacles**
  - 2.2.4.1. The Contractor shall undertake activities designed to:
    - 2.2.4.1.1. Identify obstacles and barriers experienced with provider implementation of Medical Home practices.
    - 2.2.4.1.2. Effectively identify, develop and disseminate strategies that will address the obstacles.
- 2.2.5. **Foster a statewide Medical Home Network**
  - 2.2.5.1. The Contractor shall create and launch an awareness building campaign contingent on the results of the needs assessment.
  - 2.2.5.2. The Contractor shall create a publication highlighting Medical Home stories speaking to the benefit of a Medical Home in addressing the needs of CSHCN. The publication shall incorporate best practices and health outcomes with a human element.
  - 2.2.5.3. The Contractor shall assure dissemination of the campaign to key stakeholders that represent diverse perspectives within the health care system serving CSHCN. The Key stakeholders shall include, but are not limited to:
    - 2.2.5.3.1. Providers.
    - 2.2.5.3.2. Hospital and health network leadership, including Bi-State Primary Care.
    - 2.2.5.3.3. Private and public insurance representation.
    - 2.2.5.3.4. Community-based organizations.
    - 2.2.5.3.5. Parents and families.
- 2.3. The Contractor shall ensure the services they provide are reflective of evidence based practices by seeking out the following, which are not limited to:
  - 2.3.1. Clinical expertise/expert opinion;
  - 2.3.2. External scientific evidence; and
  - 2.3.3. Family/youth values, needs and choices.
- 2.4. The Contractor shall develop and initiate a communication plan to distribute information regarding Medical Home. The Contractor shall:
  - 2.4.1. Identify audience preferences using the needs assessment results.

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- 2.4.2. Distribute information via existing resources.
- 2.4.3. Provide information with translation abilities.
- 2.4.4. Ensure access for individuals experiencing visual, hearing or physical disabilities.
- 2.5. The Contractor shall develop awareness of Medical Home best practices and utilize publications, social media, websites, and provider listserv to distribute information.
- 2.6. The Contractor shall facilitate dialogue with payors regarding reimbursement for care coordination. The Contractor shall engage and meet at a minimum of one (1) time annually with representation from each Managed Care Organization, New Hampshire Medicaid and a private insurance company to participate in a key stakeholder group.
- 2.7. The Contractor shall provide technical assistance for Medical Home implementation as approved by the Department by providing the following:
  - 2.7.1. Patient and family engagement efforts which may include, but are not limited to:
    - 2.7.1.1. Family surveys.
    - 2.7.1.2. Focus groups.
    - 2.7.1.3. Advisory development.
  - 2.7.2. Provider development and utilization of patient registries.
  - 2.7.3. Processes regarding health care transition.
  - 2.7.4. Active participation in the planning, implementation and evaluation of the Action Plan related to the Title V Block Grant's Medical Home National Performance Measure.
- 2.8. The Contractor shall solicit and track data regarding practice-based Medical Home implementation and related best practices, to include Transition Standards and shared plans of care by conducting annual surveys, as approved by the Department. The surveys shall include, but are not limited to:
  - 2.8.1. Utilizing questions from "Got Transition's Current Assessment of Healthcare Transition Activities".
  - 2.8.2. Will be distributed via provider listserv, or other routes as identified via the needs assessment.
  - 2.8.3. Questions based on collaboration with Maternal Child and Health Bureau (MCHB) partners.
  - 2.8.4. All data resulting from the surveys will be coded and stored in excel format, and available to the Department upon request.

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- 2.9. The Contractor shall participate in meetings, as identified in agreement with the Department, with state agencies and local service organizations to provide information and make recommendations to facilitate Medical Home implementation and improvement.
- 2.10. The Contractor shall provide consultation to the Department staff regarding Medical Home in the following activities, which are not limited to:
  - 2.10.1. One to one support.
  - 2.10.2. Participate in Department staff meetings.
  - 2.10.3. Attend care coordinator and family support coordinator meetings.
  - 2.10.4. One (1) annual meeting to provide a Medical Home update to care coordinators and family support coordinators.
- 2.11. The Contractor shall convene a Medical Home Advisory Committee on a quarterly basis. The committee shall include all necessary stakeholders which may include, but are not limited to:
  - 2.11.1. Department representatives.
  - 2.11.2. Contractor's staff.
  - 2.11.3. Members of the Healthcare Transition Coalition Advisory Committee.
  - 2.11.4. Parents.
  - 2.11.5. Facilitator of the youth advisory council.
  - 2.11.6. Family practice physician.
- 2.12. The Contractor shall take an active role in supporting both the development of advisory committees and the preparation of family members to serve as advisors.
- 2.13. The Contractor shall assure that members of the most recent Medical Home Advisory Committee are invited to continue involvement with the Committee.
- 2.14. The Contractor shall participate with the Department in the development, implementations, and revision of quality assurance and improvement activities. The Contractor shall:
  - 2.14.1. Work with coordinators to identify training needs pursuant to interventions they will employ with youth and families.
  - 2.14.2. Provide support to the Department to measure family needs regarding coordination and integration of care.
  - 2.14.3. Conduct an examination of available tools to review and determine whether they would have value for use in totality and how to best incorporate their use.



- 2.15. The Contractor shall share and offer educational materials and training opportunities regarding Medical Home with providers and family members in New Hampshire. The Contractor shall implement the following methods, which are not limited to:
- 2.15.1. The Contractor's website.
  - 2.15.2. Pass It On newsletter.
  - 2.15.3. Social media webpages.
  - 2.15.4. Brochures.
  - 2.15.5. Family engagement outreach campaigns.
  - 2.15.6. Conferences.
  - 2.15.7. Workshops.
- 2.16. The Contractor shall create pre and post evaluation measures in all training opportunities to assess user satisfaction and impact.
- 2.17. The Contractor shall coordinate all services with the Department staff and other State-funded projects. This coordination shall include at a minimum:
- 2.17.1. Consultation with the Department's Title V programs at least four (4) times per year.
  - 2.17.2. Tracking of efforts to coordinate with other state-funded projects involved in improving care to CSHCN.
- 2.18. The Contractor shall conduct a meeting with the Department within thirty (30) days of the contract effective date to review current reporting mechanisms and to determine if those reporting mechanisms meet the Department's goals.
- 2.19. The Contractor shall track all qualitative and quantitative data regarding progress and goals in the Contractor's cloud based system, "Salesforce". The data collected will include, but are not limited to:
- 2.19.1. Families of children with special healthcare needs partner in decision-making at all levels.
  - 2.19.2. Children with special healthcare needs receive coordinated, comprehensive care through a medical home.
  - 2.19.3. Families of children with special healthcare needs have adequate health insurance and financing to pay for needed care.
  - 2.19.4. Children receive early and continuous screening for special healthcare needs.
  - 2.19.5. Community-based services are organized for ease of use by families.
  - 2.19.6. Youth with special healthcare needs receive the services necessary to transition to adult healthcare, work and independence.

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### 3. Staffing

3.1. The Contractor shall support a YEAH Council Facilitator whose job duties shall include, but are not limited to:

- 3.1.1. Assist YEAH Council members; support youth leadership activities.
- 3.1.2. Work within scope of project supporting the youth voice to improve the system healthcare.
- 3.1.3. Act as conduit between youth and project staff.
- 3.1.4. Assist youth to review awareness materials to assure representation of youth perspective
- 3.1.5. Complete required data collection by utilizing the database.
- 3.1.6. Working knowledge of Federal, Regional and State resources of support and organizations utilized by youth with special health care needs.

3.2. The Contractor shall provide a Project Coordinator whose job duties shall include, but are not limited to:

- 3.2.1. Conduct a needs assessment to assess informational needs, identify optimal methods of resource distribution and technical assistance, and identify barriers to the implementation of Medical Home.
- 3.2.2. Facilitate processes of stakeholder feedback
- 3.2.3. In collaboration with stakeholders develop a strategic plan to:
  - 3.2.3.1. Outline publication and training development;
  - 3.2.3.2. Identify optimal distribution mechanisms;
  - 3.2.3.3. Outline an awareness campaign;
  - 3.2.3.4. Promote collaboration and communication mechanisms for statewide planning pursuant to Medical Home;
  - 3.2.3.5. Identify potential policy or legislative interventions required to maximize implementation of Medical Home model;
  - 3.2.3.6. Implement targeted awareness, educational and training activities; with ongoing evaluation of user satisfaction and impact;
  - 3.2.3.7. Develop and conduct training with family members to increase their awareness of Medical Home components, maximize opportunities for impact and engagement;
  - 3.2.3.8. Provide technical assistance to practices and community based agencies serving youth with special health care needs, parents and professionals regarding planning for transitions from pediatric services to adult services; and
  - 3.2.3.9. Offer Medical Home related training and guidance to professionals, including health and other service providers and

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state, and local agencies, including government and community-based organizations.

- 3.3. The Contractor shall provide Project Co-Directors whose job duties shall include, but are not limited to:
  - 3.3.1. Oversee design and implementation of all activities; web-site, educational materials, needs assessment, strategic plan, presentations and trainings developed by NHFV Medical Home Project.
  - 3.3.2. Oversee and complete required reporting, and data collection.
  - 3.3.3. Direct evaluation activities of NHFV Medical Home Project.
  - 3.3.4. Provide oversight and guidance to Project Coordinator and Youth Council Facilitator.

#### 4. Reporting

- 4.1. The Contractor shall provide quarterly reports and an annual cumulative report, as provided by the Department. Information to be included in the reports shall include, but are not limited to:
  - 4.1.1. Data related to practice based Medical Home implementation and related best practices.
  - 4.1.2. Outreach and encounter statistics.
  - 4.1.3. Quality assurance activities.
  - 4.1.4. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
  - 4.1.5. Overall progress toward program goals and supporting statistical information.
  - 4.1.6. Program effectiveness.
  - 4.1.7. Future plans or goals.
  - 4.1.8. Additional information as requested by the Department.

#### 5. Performance Measures

- 5.1. The Contractor shall demonstrate collaboration with key stakeholders to include at a minimum, hospital and health network leadership, parents & families, providers, advocates and Managed Care Organizations.
- 5.2. The Contractor shall convene the Medical Home Advisory at least 3 times annually.
- 5.3. The Contractor shall track and provide data related to the Title V Action Plan for the Medical Home National Performance Measure.
- 5.4. The Contractor shall develop and submit to the Department a corrective action plan for any performance measure that was not achieved, on an annual basis.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from U.S. Department of Health and Human Services, Maternal and Child Health Services Title V Block Grant, CFDA #93.994 Federal Award Identification Number (FAIN), B04MC29353.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item as shown in Exhibit B-1 and Exhibit B-2.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Robin.Hlobeczy@dhhs.nh.gov, or invoices may be mailed to:

Department of Health and Human Services  
Special Medical Services Section  
129 Pleasant Street, Thayer Building  
Concord, NH 03301
  - 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The Contractor shall keep detailed records of their activities related to Department of Health and Human Services'-funded programs and services.
6. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NH Coalition for Citizens with Disabilities dba Parent Information Center/NH Family Voices  
 Budget Request for: RFP-2018-BDS-07-MEDIC/Medical Home Project for Children and Youth With Special Health Care Needs  
 (Name of RFP)

Budget Period: 2017-2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 35,072.00	\$ 4,559.36	\$ 39,631.36	-	-	-	\$ 35,072.00	\$ 4,559.36	\$ 39,631.36	
2. Employee Benefits	\$ 9,119.00	\$ 1,185.47	\$ 10,304.47	-	-	-	\$ 9,119.00	\$ 1,185.47	\$ 10,304.47	
3. Consultants	\$ 3,000.00	\$ 390.00	\$ 3,390.00	-	-	-	\$ 3,000.00	\$ 390.00	\$ 3,390.00	
4. Equipment:										
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:										
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 500.00	\$ 65.00	\$ 565.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 65.00	\$ 565.00	
6. Travel	\$ 3,000.00	\$ 390.00	\$ 3,390.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses										
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ 648.00	\$ 84.24	\$ 732.24	\$ -	\$ -	\$ -	\$ 648.00	\$ 84.24	\$ 732.24	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,000.00	\$ 780.00	\$ 6,780.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 780.00	\$ 6,780.00	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other Focus Groups/Medical Home Advisory Committee Parent/Youth & Strategic Planning	\$ 3,000.00	\$ 390.00	\$ 3,390.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00	
Retreat Activities (Stipends & meeting Expenses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14. Cultural & Linguistic Support	\$ 1,000.00	\$ 130.00	\$ 1,130.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 130.00	\$ 1,130.00	
<b>TOTAL</b>	<b>\$ 61,839.00</b>	<b>\$ 7,974.07</b>	<b>\$ 69,813.07</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,839.00</b>	<b>\$ 7,974.07</b>	<b>\$ 69,813.07</b>	

Indirect As A Percent of Direct 12.9%

Contractor's Initials:  Date: 10/4/17

Exhibit B-2  
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: NH Coalition for Citizens with Disabilities dba Parent Information Center/NH Family Voices  
Budget Request for: RFP-2018-BDS-07-MEDIC/Medical Home Project for Children and Youth With Special Health Care Needs  
(Name of RFP)

Budget Period: 2018-2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 35,072.00	\$ 4,559.98	\$ -	\$ -	\$ 35,072.00	\$ 4,559.98	\$ 39,631.98
2. Employee Benefits	\$ 9,119.00	\$ 1,185.07	\$ -	\$ -	\$ 9,119.00	\$ 1,185.07	\$ 10,304.47
3. Consultants	\$ 3,000.00	\$ 390.00	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00
4. Equipment:							
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:							
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ 65.00	\$ -	\$ -	\$ 500.00	\$ 65.00	\$ 565.00
6. Travel	\$ 3,000.00	\$ 390.00	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses							
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 648.00	\$ 84.24	\$ -	\$ -	\$ 648.00	\$ 84.24	\$ 732.24
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 6,000.00	\$ 780.00	\$ -	\$ -	\$ 6,000.00	\$ 780.00	\$ 6,780.00
11. Staff Education and Training	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Focus Groups/Medical Home Advisory Committee Parent/Youth & Strategic Planning	\$ 3,000.00	\$ 390.00	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00
14. Retreat Activities (Stipends & meeting Expenses)	\$ 1,000.00	\$ 130.00	\$ -	\$ -	\$ 1,000.00	\$ 130.00	\$ 1,130.00
Cultural & Linguistic Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 61,839.00</b>	<b>\$ 7,974.07</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 61,839.00</b>	<b>\$ 7,974.07</b>	<b>\$ 69,813.07</b>

Indirect As A Percent of Direct 12.9%

Contractor's Initials  Date 10/14/17



**SPECIAL PROVISIONS**

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

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



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

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

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

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 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

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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.



**Exhibit C-1**

**REVISIONS TO GENERAL PROVISIONS**

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

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

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**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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Date 10/4/17

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.

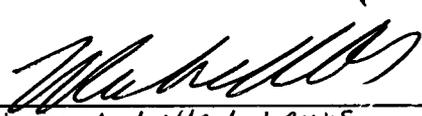
Place of Performance (street address, city, county, state, zip code) (list each location)

129 Pleasant St. Concord NH 03301  
54 Old Suncook Road Concord NH 03301

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

Contractor Name:

10/4/17  
Date

  
Name: Michelle L. Lewis  
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:

10/4/17  
Date

  
Name: Michelle L. Lewis  
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 Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

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

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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 (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:

10/4/17  
Date

*Michelle L. Lewis*  
Name: *Michelle L. Lewis*  
Title: *Executive Director*



**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

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

Date

10/4/17

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:

10/4/17  
Date

  
Name: *Michelle C. Lewis*  
Title: *Executive Director*

Exhibit G

Contractor Initials 

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:

10/4/17  
Date

  
Name: Michelle Lewis  
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.

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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



Exhibit I

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

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

Handwritten initials in a circle, possibly "E" or "O".



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Christine Santanillo  
Signature of Authorized Representative

Christine Santanillo  
Name of Authorized Representative

Director  
Title of Authorized Representative

10/16/17  
Date

NH Coalition for Citizens with Disabilities  
dba Parent Information Center  
Name of the Contractor

Michelle L. Lewis  
Signature of Authorized Representative

Michelle L. Lewis  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

10/4/17  
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:

10/4/17  
Date

  
Name: Michelle Lewis  
Title: Executive Director



**FORM A**

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

1. The DUNS number for your entity is: 119759876
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: _____



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
  
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. 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.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. 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.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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

**New Hampshire Department of Health and Human Services  
Exhibit K**



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.

①

10/4/17

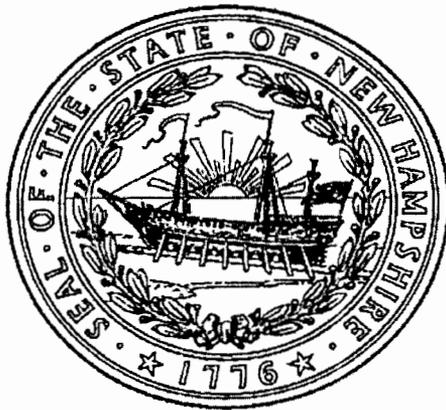
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 07, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63839



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of January A.D. 2017.

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

William M. Gardner  
Secretary of State

# State of New Hampshire

Filing fee: \$50.00  
 Use black print or type.

Form TN-1  
 RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

**(PLEASE TYPE OR PRINT CLEARLY)**

1. BUSINESS NAME: Parent Information Center  
(Name **cannot include** "INC." or other corporate designation)
2. BUSINESS ADDRESS: 54 Old Suncook Road, Concord, NH 03301  
No. & Street City / town State Zip
- MAILING ADDRESS (if different): \_\_\_\_\_  
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: educational resources and training and aiding in understanding special education laws
4. DATE BUSINESS ORGANIZED: 10/07/1975  
(month / day / year)

5-A. **ENTITY APPLICANT:** IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

<u>New Hampshire Coalition for Citizens with Disabilities, Inc.</u> ENTITY NAME (TYPE OR PRINT)	<u>54 Old Suncook Road</u> NO. STREET
<u><i>Michelle Lewis</i></u> AUTHORIZED SIGNATURE	<u>Concord, NH 03301</u> TOWN/CITY STATE ZIP
<u>Michelle Lewis, Executive Director</u> SIGNER'S NAME AND TITLE (TYPE OR PRINT)	

5-B. **INDIVIDUAL APPLICANTS:** PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. \_\_\_\_\_  
TYPE OR PRINT NAME NO. STREET
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP
2. \_\_\_\_\_  
TYPE OR PRINT NAME NO. STREET
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP
3. \_\_\_\_\_  
TYPE OR PRINT NAME NO. STREET
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and DAT  
 Main Street, Conc

State of New Hampshire  
 Form TN 1 - Application for Registration of Trade Name 1 Page(s)



T1517627006

Department of State, 107 North  
 Concord, NH 03301.

## Certificate of Authority

The board of Directors for the NH Coalition for Citizens with Disabilities, Inc. dba The Parent Information Center, having a principal place located at 54 Old Suncook Road, Concord, NH 03301 do hereby certify that Michelle Lewis, the appointed Executive Director of the NH Coalition for Citizens with Disabilities, Inc. dba The Parent Information Center, is authorized to sign and execute all agreements for Governor and Council on behalf of the Board of Directors.

This authorization was adopted at a meeting of the NH Coalition for Citizens with Disabilities board on November 28, 2012, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation, a resolution adopted by the board of directors of the corporation.

*Dana Hill*

\_\_\_\_\_  
Dana Hill  
Board Secretary

*10/4/17*  
\_\_\_\_\_  
Date

*Charlene H. Mayo*

\_\_\_\_\_  
Notary Public

*10/4/17*  
\_\_\_\_\_  
Date

*my Commission Expires on  
5-23-2019*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2017

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Pinette <b>PHONE (A/C, No. Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vpinette@crossagency.com															
<b>INSURED</b>  NH Coalition For Citizens With Disabilities Inc. 54 Old Suncook Rd Concord NH 03301-7317		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: AmGuard Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER C: Mount Vernon Fire Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: AmGuard Ins Co	42390	INSURER C: Mount Vernon Fire Ins. Co.		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: 17-18 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	COMMERCIAL GENERAL LIABILITY			PHPK1594164	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input checked="" type="checkbox"/> Employee Benefits Liab.						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000			
							Employee Benefits \$ 1,000,000			
A	AUTOMOBILE LIABILITY			PHPK1594164	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$			
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$			
							\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB568474	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$			
	DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NHW829871	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			
C	Directors & Officers			NDO2003251K	1/1/2017	1/1/2018	Each Occurrence \$1,000,000			
							Aggregate \$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  
 Dept of Health and Human Services  
 129 Pleasant St.  
 Concord, NH 03301-3857

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

Eric Pelton/DL3

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## **Parent Information Center Mission Statement**

The Parent Information Center (PIC), a New Hampshire statewide family organization, strives to achieve positive outcomes for children and youth, with a focus on those with disabilities and special health care needs. This is achieved through its partnerships with families, educators, youth, professionals, and organizations.

**New Hampshire Coalition for Citizens  
with Disabilities, Inc. d/b/a  
Parent Information Center**

**Financial Statements**

**For the Year Ended June 30, 2016**

**(With Independent Auditors' Report Thereon)**

## TABLE OF CONTENTS

	<u>Page</u>
<b>INDEPENDENT AUDITORS' REPORT:</b>	1
<b>BASIC FINANCIAL STATEMENTS:</b>	
Statement of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to Financial Statements	8
<b>SUPPLEMENTARY INFORMATION:</b>	
Schedule of Program Services	18



**Additional Offices:**

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

**Independent Auditors' Report**

To the Board of Directors  
New Hampshire Coalition for Citizens  
with Disabilities, Inc. d/b/a  
Parent Information Center

**Report on the Financial Statements**

We have audited the accompanying financial statements of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center, which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

**Auditors' Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

The prior year summarized comparative information has been derived from the financial statements of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center for the year ended June 30, 2015, which were audited by another auditor, who expressed an unmodified opinion on those statements in their report dated February 25, 2016.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Program Services 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 February 28, 2017 on our consideration of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center'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 New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center 's internal control over financial reporting and compliance.

*Melanson Heath*

February 28, 2017

**NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC.  
D/B/A PARENT INFORMATION CENTER**

Statement of Financial Position

June 30, 2016  
(with comparative totals as of June 30, 2015)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Current Assets:				
Cash and cash equivalents	\$ 99,241	\$ 83,590	\$ 182,831	\$ 289,017
Grants receivable	258,183	-	258,183	297,447
Accounts receivable	27,168	-	27,168	9,743
Prepaid expenses	<u>18,424</u>	<u>-</u>	<u>18,424</u>	<u>7,372</u>
Total Current Assets	403,016	83,590	486,606	603,579
Property and equipment, net	<u>76,626</u>	<u>-</u>	<u>76,626</u>	<u>71,177</u>
TOTAL ASSETS	<u>\$ 479,642</u>	<u>\$ 83,590</u>	<u>\$ 563,232</u>	<u>\$ 674,756</u>
 <u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities:				
Accounts payable	\$ 87,932	\$ -	\$ 87,932	\$ 178,495
Accrued payroll and related liabilities	<u>36,184</u>	<u>-</u>	<u>36,184</u>	<u>42,349</u>
Total Current Liabilities	124,116	-	124,116	220,844
Net Assets	<u>355,526</u>	<u>83,590</u>	<u>439,116</u>	<u>453,912</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 479,642</u>	<u>\$ 83,590</u>	<u>\$ 563,232</u>	<u>\$ 674,756</u>

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

**NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC.  
D/B/A PARENT INFORMATION CENTER**

Statement of Activities

For the Year Ended June 30, 2016  
(with comparative totals for the year ended June 30, 2015)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Support and Revenue:				
Support:				
Government grants	\$ 1,443,935	\$ -	\$ 1,443,935	\$ 1,227,351
Grants and contributions	6,036	32,062	38,098	7,380
In-kind contributions	26,250	-	26,250	25,050
Revenue:				
Program service fees	164,933	-	164,933	349,876
Conferences and workshops	6,275	-	6,275	6,836
Interest income	315	-	315	522
Miscellaneous	6,384	-	6,384	18,531
Loss on disposal of asset	(7,853)	-	(7,853)	-
Net assets released from restriction	<u>246,477</u>	<u>(246,477)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	1,892,752	(214,415)	1,678,337	1,635,546
Expenses:				
Program services	1,513,662	-	1,513,662	1,491,278
General and administrative	177,669	-	177,669	88,056
Fundraising	<u>1,802</u>	<u>-</u>	<u>1,802</u>	<u>2,565</u>
Total Expenses	<u>1,693,133</u>	<u>-</u>	<u>1,693,133</u>	<u>1,581,899</u>
Change in Net Assets	199,619	(214,415)	(14,796)	53,647
Net Assets, Beginning of Year	<u>155,907</u>	<u>298,005</u>	<u>453,912</u>	<u>400,265</u>
Net Assets, End of Year	<u>\$ 355,526</u>	<u>\$ 83,590</u>	<u>\$ 439,116</u>	<u>\$ 453,912</u>

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

**NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC.  
D/B/A PARENT INFORMATION CENTER**

Statement of Functional Expenses

For the Year Ended June 30, 2016  
(with comparative totals for the year ended June 30, 2015)

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2016 Total</u>	<u>2015 Total</u>
Personnel expense:					
Salaries and wages	\$ 705,558	\$ 74,955	\$ 969	\$ 781,482	\$ 853,031
Employee benefits	112,843	12,083	-	124,926	137,125
Payroll taxes	55,588	6,067	75	61,730	70,930
Contracted and professional services:					
Accounting	-	18,177	-	18,177	17,599
Other	228,645	-	-	228,645	134,039
Conferences, conventions, meetings	1,254	-	-	1,254	2,569
Consulting model	205,223	-	-	205,223	63,858
Depreciation	11,236	462	-	11,698	10,195
Equipment, repairs, and maintenance	4,392	17,066	-	21,458	22,353
Information technology	17,922	3,227	-	21,149	17,561
Insurance	-	7,654	-	7,654	8,289
Miscellaneous	10,543	4,189	754	15,486	47,950
Occupancy	44,060	20,344	-	64,404	74,892
Printing and reproduction	23,690	877	4	24,571	22,197
Supplies	8,944	3,070	-	12,014	10,831
Training	3,266	1,480	-	4,746	4,501
Transition clinic	16,612	-	-	16,612	4,068
Travel	43,007	429	-	43,436	35,751
Utilities	285	7,589	-	7,874	11,297
Workshop expenses	20,594	-	-	20,594	32,863
Total Functional Expenses	<u>\$ 1,513,662</u>	<u>\$ 177,669</u>	<u>\$ 1,802</u>	<u>\$ 1,693,133</u>	<u>\$ 1,581,899</u>

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

**NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC.  
D/B/A PARENT INFORMATION CENTER**

Statement of Cash Flows

For the Year Ended June 30, 2016  
(with comparative totals for the year ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (14,796)	\$ 53,647
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	11,698	10,195
Loss on disposal of asset	7,853	-
Changes in operating assets and liabilities:		
Grants receivable	39,264	(87,330)
Accounts receivable	(17,425)	(1,493)
Prepaid expenses	(11,052)	34,091
Accounts payable	(90,563)	128,194
Accrued payroll and related liabilities	<u>(6,165)</u>	<u>(4,009)</u>
Net Cash Provided (Used) By Operating Activities	(81,186)	133,295
Cash Flows From Investing Activities:		
Purchase of property and equipment	<u>(25,000)</u>	<u>(63,803)</u>
Net Cash Used By Investing Activities	<u>(25,000)</u>	<u>(63,803)</u>
Net Change in Cash and Cash Equivalents	(106,186)	69,492
Cash and Cash Equivalents, Beginning of Year	<u>289,017</u>	<u>219,525</u>
Cash and Cash Equivalents, End of Year	<u>\$ 182,831</u>	<u>\$ 289,017</u>

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

**NEW HAMPSHIRE COALITION FOR CITIZENS  
WITH DISABILITIES, INC. D/B/A  
PARENT INFORMATION CENTER**

**Notes to Financial Statements  
For the Year Ended June 30, 2016**

**1. Description of Organization**

New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center (the Organization) was incorporated in 1975 for the purpose of creating a unified body of citizens, which would promote the general welfare for all citizens with disabilities. The Organization impacts lives through the following major program service areas:

- *Education, Advocacy, Resources, and Support for Families with Infants and Children who have Suspected or Confirmed Hearing Loss (EARS)*. This project is funded by the State of New Hampshire, Department of Health and Human Services, to work in conjunction with birth hospitals and testing centers, providing support to families who are referred to diagnostic testing after a newborn hearing screening.
- *New Hampshire Family Voices (FV)*. This project is funded through the State of New Hampshire, Department of Health and Human Services Bureau of Special Medical Services, to provide assistance to families and professionals through direct contact (telephone, e-mail, and in person), publication development and dissemination, workshops, website, and trainings.
- *New Hampshire Connections (NHC)*. This project is funded by the State of New Hampshire, Department of Education Bureau of Special Education, to build the capacity of state, local districts, schools, and families to promote partnerships and develop family engagement systems in special education.
- *Parent Training and Information Center (PTI)*. This project is funded by the United States Department of Education, Office of Special Education Programs, to provide information, referral, training, and support to parents of children with disabilities.
- *Next Steps*. This project is funded by the State of New Hampshire, Department of Education to increase the college and career readiness of New Hampshire students with disabilities and/or those at risk of dropping out of school.

- *Race 2K*. This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education, to provide education and support to school districts in complying with Indicator 12 (Early Childhood Transitions) and Indicator 6 (Preschool Settings) of the State Performance Plan. This program also provides support with Indicator 17 (State Systemic Improvement Plan).

Other program services that the Organization offers are as follows:

- *Family to Family (F2F)*. This project is funded by the United States Department of Education Health Resources and Services Administration (HRSA) to provide information, education, training, outreach, and peer support to families of children and youth with special health care needs and the professionals who serve them.
- *NH State Planning Grant for ASD*. This project is funded through the State of NH, Department of Health and Human Services, Bureau of Special Medical Services to support NH in the development of a comprehensive, measurable state plan that addresses early screening; coordination of family-centered services through a medical home; ASD/DD public and provider awareness; organization of community based services for children and youth with ASD/DD; transition from the pediatric to the adult health care system; adequate health insurance and financing of services; and unmet health needs of children and youth with ASD and DD.
- *Medical Home Initiative*. This project is funded through the State of NH, Department of Health and Human Services, Bureau of Special Medical Services to support primary care practices in the development of family advisory councils. NH Family Voices staff will work closely with a practice to develop and launch their council, providing guidance in the creation of policies for the council, conducting outreach, and new member orientation.
- *Facets of Epilepsy Care in NH (FACETS)*. This program is funded through the State of NH, Department of Health and Human Services, to assist Special Medical Services to initiate, plan, and organize activities and supports for parents and youth with epilepsy, individually, and as groups related to improved access to care and active engagement in medical homes.
- *Prevention Makes Cents (PMC)*. This program is funded by a variety of contracts to provide school-based child assault prevention programs for preschool and elementary-aged children as well as multi-week parenting programs and topic-related workshops for parents and professionals.

General and administrative activities include the functions necessary to provide support to the Organization's program activities. General and administrative activities include those that provide governance (Board of Directors), oversight, business management, financial recordkeeping, budgeting, and similar activities that ensure an adequate working environment and an equitable employment program.

Fundraising activities include publicizing and conducting fundraising campaigns; maintaining donor lists; conducting special fundraising events; and other activities involved with soliciting contributions from corporations, foundations, individuals, and others.

## **2. Significant Accounting Policies**

### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2015, from which the summarized information was derived.

### ***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 equivalents. Cash and highly liquid financial instruments restricted to building projects, permanent endowment, or other long-term purposes are excluded from this definition.

### ***Receivables***

Accounts receivable consist 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. At June 30, 2016, management believed all receivables to be collectable.

### ***Property and Equipment***

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as

incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Furniture, fixtures, and equipment	3 - 10 years
Leasehold improvements	5 years, or remaining lease term, if shorter
Vehicles	5 years

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

### ***Net Assets***

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

*Unrestricted Net Assets* – Net assets available for use in general operations.

*Temporarily Restricted Net Assets* – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

*Permanently Restricted Net Assets* – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

### ***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.

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets,

consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

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

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

### ***Grant Revenue***

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

### ***Functional Allocation of Expenses***

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

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

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

### ***Income Taxes***

New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

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

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### ***Estimates***

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities 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 and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash and money market accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

### ***Fair Value Measurements***

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

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

The primary uses of fair value measures in the Organization's financial statements are the initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued payroll and related liabilities approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy. The carrying amount of contributions receivable due in more than one year is based on the discounted net present value of the expected future cash receipts, and approximates fair value.

### 3. Property, Equipment and Depreciation

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

	<u>2016</u>	<u>2015</u>
Furniture, fixtures, and equipment	\$ 126,160	\$ 114,542
Leasehold improvements	872	27,170
Vehicles	<u>-</u>	<u>29,989</u>
Subtotal	127,032	171,701
Less: accumulated depreciation	<u>(50,406)</u>	<u>(100,524)</u>
Total	<u>\$ 76,626</u>	<u>\$ 71,177</u>

### 4. Line of Credit

The Organization has available a \$50,000 revolving line of credit with a bank, secured by all assets. Borrowings under the line bear interest at a rate based on the Wall Street Journal Prime Rate plus 1.75%, or a floor of 5.00%, adjusted daily. Interest only payments are required monthly with the principal payable on demand. At June 30, 2016 and 2015, the entire amount was available.

## 5. Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
* Consultation and Education (MICE)	\$ -	\$ 169,352
Family Voices	64,241	69,025
* Initiative (FEDLI)	-	4,821
* FACETS - Facets of Epilepsy Care	-	41,426
PMC - Prevention Makes Cents	17,211	2,332
* Family Voices - MICE	-	4,564
Other	<u>2,138</u>	<u>6,485</u>
Temporarily restricted net assets	<u>\$ 83,590</u>	<u>\$ 298,005</u>

\* Reclassified to unrestricted in 2016

## 6. Retirement Plan

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers all employees of the Organization. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. The Organization is not required to make matching employer contributions. The Organization did not make any employer contributions to the plan for the fiscal years ended June 30, 2016 and 2015, respectively.

## 7. Operating Leases

The Organization leases office space under the terms of a non-cancellable lease agreement that is scheduled to expire in September 2016. In August 2016, the Organization extended the lease for three years and has the option to extend the lease for an additional three-year term. Rent expense under this agreement, which is included in occupancy costs in the Statement of Functional Expenses, totaled \$36,000 for the year ended June 30, 2016.

The following is a schedule of future minimum rental payments:

<u>Fiscal Year</u>	<u>Amount</u>
2017	\$ 37,500
2018	37,500
2019	37,800
2020	<u>37,800</u>
Total future minimum rental payments	<u>\$ 150,600</u>

**8. Concentrations of Risk**

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2016 and 2015, funding from State of New Hampshire accounted for 68% and 76%, respectively, of total revenues and 82% and 89%, respectively, of total accounts receivable. During the years ended June 30, 2016 and 2015, funding from the United States Department of Education accounted for 12% and 12%, respectively, of total revenues.

**9. Fiscal Sponsorships**

Annually, the Organization enters into two agreements to assume administrative and financial responsibilities of New Hampshire Family Voices (NHFV) and Prevention Makes Cents (PMC). NHFV provides free, confidential services to families and professionals caring for children with chronic conditions and/or disabilities. PMC provides school based child assault prevention programs for preschool and elementary-aged children, as well as multi-week parenting programs and topic-related workshops for parents and professionals. The activity of NHFV and PMC have been included in the Organization's financial statements.

**10. Subsequent Events**

Subsequent events have been evaluated through February 28, 2017, the date the financial statements were available to be issued.

**11. Reclassifications**

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

**NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC.**  
**D/B/A PARENT INFORMATION CENTER**

Schedule of Program Services

For the Year Ended June 30, 2016

	<u>EARS</u>	<u>FV</u>	<u>NHC</u>	<u>PTI</u>	<u>Next Steps</u>	<u>Race 2K</u>	<u>Other</u>	<u>Total</u>
<b>Support and Revenue:</b>								
<b>Support:</b>								
Government grants	\$ 29,921	\$ 839,712	\$ 218,771	\$ 200,193	\$ 69,307	\$ 85,381	\$ 650	\$ 1,443,935
Grants and contributions	-	620	-	-	-	-	30,700	31,320
In-kind contributions	-	19,200	-	-	-	-	-	19,200
<b>Revenue:</b>								
Program service fees	-	-	-	-	-	-	164,933	164,933
Conferences and workshops	-	-	-	-	-	-	6,275	6,275
Interest income	-	52	-	-	-	-	-	52
Miscellaneous	-	285	-	2,784	-	-	504	3,573
<b>Total Support and Revenue</b>	<b>29,921</b>	<b>859,869</b>	<b>218,771</b>	<b>202,977</b>	<b>69,307</b>	<b>85,381</b>	<b>203,062</b>	<b>1,669,288</b>
<b>Expenses:</b>								
<b>Personnel expense:</b>								
Salaries and wages	22,067	234,843	131,107	126,921	41,164	40,001	109,455	705,558
Employee benefits	2,199	56,867	10,383	27,660	5,054	3,271	7,409	112,843
Payroll taxes	1,730	19,241	10,614	9,267	3,037	3,107	8,592	55,588
<b>Contracted and professional services:</b>								
Other	-	148,818	22,369	-	-	24,888	32,570	228,645
Conferences, conventions, meetings	-	1,254	-	-	-	-	-	1,254
Consulting model	-	205,223	-	-	-	-	-	205,223
Depreciation	-	-	-	-	-	-	11,236	11,236
Equipment, repairs, and maintenance	-	129	700	-	2,549	-	1,014	4,392
Information technology	567	3,451	4,067	1,712	2,181	489	5,455	17,922
Miscellaneous	-	7,563	206	-	1,664	260	750	10,543
Occupancy	638	19,200	7,200	7,200	3,192	3,192	3,438	44,060
Printing and reproduction	-	13,280	8,410	6,041	1,080	922	(6,043)	23,690
Supplies	-	2,201	2,895	872	898	283	1,795	8,944
Training	-	2,097	50	49	-	-	1,070	3,266
Transition clinic	-	16,612	-	-	-	-	-	16,612
Travel	-	10,117	4,301	4,216	3,354	2,288	18,731	43,007
Utilities	-	-	-	-	-	-	285	285
Workshop expenses	-	16,562	264	252	-	355	3,161	20,594
<b>Total direct expenses</b>	<b>27,201</b>	<b>757,558</b>	<b>202,566</b>	<b>184,190</b>	<b>64,173</b>	<b>79,056</b>	<b>198,918</b>	<b>1,513,662</b>
<b>Indirect expenses</b>	<b>2,720</b>	<b>81,404</b>	<b>16,205</b>	<b>18,787</b>	<b>5,134</b>	<b>6,325</b>	<b>3,016</b>	<b>133,591</b>
<b>Total expenses</b>	<b>29,921</b>	<b>838,962</b>	<b>218,771</b>	<b>202,977</b>	<b>69,307</b>	<b>85,381</b>	<b>201,934</b>	<b>1,647,253</b>
<b>Net Program Income (Expenses)</b>	<b>\$ -</b>	<b>\$ 20,907</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,128</b>	<b>\$ 22,035</b>

See Independent Auditors' Report.

**Parent Information Center**  
**Board of Directors September 2017**

The board serves without compensation.

**Marcia Bagley**  
Board Chair  
Assistant Sped Director, Nashua District  
Member 2011

**Kimberly Plante**  
Family Representative  
Member 2015

**Jocelyn Charles**  
Vice Chair  
CPA and Family Representative  
Member 2014

**Trisha Swonger**  
Family Representative  
Member 2017

**Sandra E. Fay**  
Board Treasurer  
Mason + Rich, P.A., Accountant  
Member 2012

**Dr Linda Wadensten**  
Family Representative  
Member since 2017

**Sreenivasu Odugu**  
Family Representative  
Member 2015

**Dana Hill**  
Board Secretary  
Family Representative  
Member 2014

Michelle L. Lewis

DEGREE

May 2009	Plymouth State University, M.Ed. School Counseling
1996	University of Maine at Farmington, Bachelor of Science in Rehabilitation Services

EMPLOYMENT

January 2013-present	Executive Director, NH Parent Information Center (PIC)
July 2012-January 2013	Interim Executive Director, NH Parent Information Center
August 2009-present through SERESC	PTAN Region 1 Facilitator, Parent Information Center contract
August 2002-present	Project Director, NH Parent Information Center
August 2005-present Transitions at PIC	Project Director, Supporting Successfully Early Childhood
December 2007- present	Project Director, Parent Training and Information Center at PIC
02/04-10/06	Project Director, Parents Involved in Education at PIC
08/02-10/03	Project Director, Parent Information and Resource Center
07/00-06/02 Wisconsin	Treatment Foster Care Worker, Family Works, Inc., Madison,
10/96-07/00	Youth Offender Response Team Worker, Larimer County Department of Human Services, Fort Collins, Colorado

SCHOOL COUNSELING EXPERIENCE

02/09-05/09	Intern, Belmont Elementary School, Belmont, NH
08/08-01/09	Intern, Inter-Lakes High School, Meredith, NH
08/08-12/08	Intern, Inter-Lakes Middle Tier – 7 <sup>th</sup> & 8 <sup>th</sup> Grade, Meredith, NH
03/08-05/08 Meredith, NH	Practicum Student, Inter-Lakes Middle Tier – 5 <sup>th</sup> & 6 <sup>th</sup> Grade,

PROFESSIONAL DEVELOPMENT

- Pyramid Model Introductory Training  
April 2016
- PALS Training  
Summer 2015
- DEC Recommended Practices  
2015-2016
- RP2 Coaching Training  
2015-2016
- IDEA Leadership  
Summer 2013
- Multi-Tiered Systems of Support: Teamwork, Leadership and Data-Based Decision-Making  
Summer 2012

IDEA Leadership

Summer 2012

Diversity Journey: Beyond the Comfort Zone

04/12

Building a System of Care for NH Children: A Statewide Leadership Summit

04/12

Common Core State Standards

09/12

Mental Health and Schools Conference

10/12

Implementing Common Core State Standards

Fall 2012

Response-to-Intervention (early literacy and behavior) Two-Day Training

Spring 2011

Delivering a State Early Childhood System

02/10

Improving Relationships and Results: Building Family-School Partnerships

10/10

PIC Volunteer Advocate Training

Spring 2009

Worried about Your Worrier, Early Childhood Anxiety, Lynn Lyons

03/2009

WrightsLaw Special Education Law Conference

10/2008

Early Childhood Outcomes Conference, Early Childhood Outcomes Center

08/2008

## PROFESSIONAL CAPABILITIES

### Leadership

- Successfully span the divide between regular education and special education, earning the trust and respect of PIC staff across multiple programs, helping the agency to work more effectively together
- Simultaneously manage multiple projects with both federal and state grant funding
- Successfully manage \$1.3M in grant funding for PIC, adhering to federal and state grant guidelines
- Skilled at resolving interpersonal and interagency conflicts, successfully mediating between co-workers and amongst agencies and school districts
- Built effective partnerships with NH Department of Education, Department of Health and Human Services, school districts, Family Centered Early Supports and Services staff, and families thereby helping children succeed
- Ability to relate well to diverse groups, families, and individuals

### State and National Presentations

- Co-presented with NH Department of Education at the IDEA Leadership Conference on *Beyond the Data- Increasing Parent Engagement and Developing Partnerships in Action* in 2013
- On-going, engaging dynamic presenter at *Welcome to Family-Centered Early Supports and Services*, a two-day training all early intervention service coordinators must attend
- Co-presented with NH's Part C Coordinator at the IDEA Leadership Conference on the Effective Collaboration between Parent Centers and Early Childhood Part C Agencies in 2011
- Highlighted NH's work by presenting *Engaging Families in NH's Part C Child and Family Outcomes System* in August 2008 at the Early Childhood Outcomes National Conference
- Co-developed and presented *No Child Left Behind* with Mary Heath, Deputy Commissioner of Education at NH's Partnerships for Education Conference in March 2007
- Assisted other states in developing outcomes systems by presenting *at Engaging All Stakeholders: NH's Early Childhood Outcomes System* in December 2005 at the National Early Childhood Technical Assistance Center Annual Conference
- Develop and present early childhood transition workshops and other special education workshops
- Develop and present workshops on building strong family/school partnerships

#### Communication Skills

- Organized, clear and concise federal and state reports that highlight project successes
- Provide information at multiple levels, ensuring the staff and/or audience understands before moving forward
- Consult and advise NH Department of Education and Bureau of Developmental Services on early childhood transition and other early intervention and special education issues important to families
- Create family-friendly newsletter articles on topics related to early childhood, special education, and the importance of family involvement in education
- Co-authored, designed and published engaging, family-friendly brochures such as *Family Centered Early Supports and Services: A Guide for Families*, *Transition from Family-Centered Early Supports and Services: A Guide for Families and Staff*, *A Family Guide to Response-to-Intervention*, *A Family Guide to the Special Education Process in NH*, and *Life After High School: A Tool-Kit for families*
- Provide high quality technical assistance to school personnel, early intervention providers, and families focused on enhancing the collaboration between schools, families and communities
- Successfully facilitated the development of regional interagency agreements for early transitions in all 10 Area Agency regions of NH

#### PROFESSIONAL CAPABILITIES (continued)

##### Project Development

- Designed and coordinated multiple projects, expanding and enhancing the work of PIC
- Organized, developed, implemented and marketed the Parents Involved in Education project, a fee for service program in order to continue the work of the Parent Information and Resource Center (PIRC) when funding was lost in October 2003
- Oversaw the development of *Let's Read Together* video for families

- Coordinated the development of *Talk with Me, Read with Me, Sing with Me*; a multi-stakeholder production in which PIC was the main partner
- Streamlined the early transition interagency agreement process, making NH one of the leading states in the area of early childhood transitions
- Developed multi-stakeholder advisory board and hold regular meetings to advise the work of the SSECT Project
- Envisioned and successfully secured multiple grants through grant writing
- Through successful collaboration with evaluators, created data collection tools to assess program effectiveness

#### Systems Change and Policy Development

- Facilitate the communication between state systems to enhance early childhood transition and other special education related issues
- Supervised the development and co-authored two brochures given to all families participating in early intervention
- Assisted with the creation of NH's early intervention Child Find Notification System and co-authored the guidance document
- Managed the development of NH's Early Childhood Outcomes System for Part C and Part B/619
- Support school districts and early intervention programs in moving from policy and compliance to practice and quality
- Assists NH DOE with data review and determine technical assistance needs for local school districts

#### State and National Advisory Boards/Workgroups

- NH's Early Childhood Advisory Council (SPARK NH) - September 2011-present
- Interagency Coordinating Committee (ICC) – Past Chair and Current Member, November 2005- present
- Early Childhood Outcomes National Advisory Board- February 2009-present
- Parent Involvement Survey Committee- Bureau of Special Education – December 2007-present
- Preschool Technical Assistance Network – September 2006-present
- Child Care Advisory Council – September 2007-present
- Procedural Safeguards Committee- October 2008-January 2009

## **VITA**

### **Martha-Jean Madison**

NH Family Voices  
129 Pleasant St.  
Concord, NH 03301  
(603) 271-4525

#### ***Professional Experience***

**NH Coalition for Citizens with Disabilities/Parent Information Center**  
**1994 to Present**  
**Concord, NH**

Co-Director, **NH Family Voices** -NH Family Voices oversees the Family to Family Health Information Center to support families having children with special health care needs, physical, developmental, mental health and educational needs.

**Upper Valley Support Group**  
**1991 to 1994**  
**Hanover, NH**

Contracted with NHDHHS, Special Medical Services, Title V CSHCN as a parent consultant to work with administration and staff to assure family centered care practices through outreach clinics and daily activities with families having CYSHCN.

**Parent to Parent of New Hampshire**  
**Upper Valley Support Group**  
**1991 to 1994**  
**Hanover, NH**

Supportive Parent Coordinator: Responsible for supporting trained parents in their role as direct supporters to new parents or parents needing supports in the care of their child with special health Care needs and physical/cognitive disabilities. Collection, development and dissemination of community and statewide resource materials.

#### ***Education***

Title V Block Grant Training  
National Parent Leadership Training  
Institute on Disabilities, Leadership Training  
Medicaid's 1115 Waiver Program  
Parent to Parent National Conference Training  
Family Voices Coordinator Training

**Presentations**

- Partnerships for Progress, National Early Childhood Technical Assistance System, Washington, DC; 1998
- National Association of Pediatric Home and Community Care, 1998 Children with Special Health Care Needs Conference. Presentation; The Parent Consultant Role within a Direct Service Agency.
- Family Practice and Pediatric Residency Program, Concord Hospital, Concord, NH 2000-2003.
- Interim Healthcare Annual Conference; Keynote: "Family Centered Care"; 2004
- Federation of Families for Children's Mental Health; "Paying the Medical Bills"; 2004

**Publications**

"Pass It On" Newsletter – Editor, NH Family Voices, Special Medical Services, 29 Hazen Drive, Concord, NH 1991- present

"Voices From Home" Annual Report of Family Voices Activities in the United States; co-author; Family Voices, 2340 Alamo SE, Ste. 102, Albuquerque, NM; 2004/2005

"Maneuvering Through The Maze, A Family Resources Guide", Author, NH Family Voices; 2004, 2007, 2008, 2009, 2011

"Plugged In" A Transition Resource Guide for Young People with Disabilities Living in NH, Author, NH Family Voices; 2005, 2007, 2008, 2009

Safe Transportation for Infants and Children with Special Health Care Needs, co-author, Special Medical Services, 1996

Sexuality and Social Development: Resources for Parents on Sexuality and Social Development of Children with Disabilities, co-author, Special Medical Services, 6 Hazen Drive Concord, NH, 1996

**Membership:**

Family Voices – President, National Board of Directors, 2005 - 2007

Family Voices – National Board of Directors, 2002 - 2008

Family Voices – Vice President, National Board of Directors, 2003 - 2005

NHDHHS, Commissioners Adoption Advisory Committee, 2001- 2008

**Awards:**

NH Citizen Action, Leadership Award for Health Care Reform 1996.

NH Division of Children Youth and Families Service Award 1997.

NH Pediatric Society, Public Servant of the Year 1998.

National Family Voices, Volunteer of the Year 2005

**Personal:**

Married for forty years, mother of twelve grown children, many with multiple disabilities, chronic illnesses and/or mental health challenges.

## **Treasa (Terry) Ohlson-Martin**

### **EMPLOYMENT HISTORY**

1994 – Present - Co-Director – NH Family Voices  
Parent Information Center, Concord, NH 03301

Through an office at the State of NH, Special Medical Service Bureau (SMSB), oversees the Family to Family Health Information Center to support families having children with special health care needs, physical, developmental, mental health and educational needs. Makes presentations and educates families and support groups regarding health care finance and related resources. Assist families with children with special health care needs seeking assistance with resources. Directs staff and oversees budgets from multiple funding sources.

1987 – 1994 Early Childhood Specialist  
Parent Information Center, Concord NH 03301

Responsible for identification and collection of resources pertaining to early childhood issues. Coordinator of “expert team”, arrangements for regional needs assessment meeting, negotiation of technical assistance agreements with clients, provision of technical assistance, coordination with Technical Assistance to Parent Projects, Parent Information Center and other agencies serving preschool children with disabilities and provision of information to individuals regarding Public Law 99-457.

1987 – 1994 Northeast Regional Coordinator (CAPP Project)  
Parent Information Center, Concord NH 03301

Provide technical assistance to Parent Training and Information programs and National Resource Parents served by the Northeast Regional Office. Respond to needs of families within the medical system. Reinforce the needs of families in the medical system with professionals. Work within the health care system to make funding accessible to families.

### **EDUCATION & CERTIFICATIONS:**

BS, Human Services, Springfield College, Springfield, MA 01109-3797  
Educational Advocate, Teaching Organizational & Coping Skills, Parent to Parent

### **PUBLICATIONS:**

- FCESS Hearing and Vision Services Report, T. Ohlson-Martin, Editor, US.DOE, OSEP, Part C of the Idea, NH Bureau of Developmental Service, Special Medical Services, 2017
- Case Management Sourcebook, T. Ohlson-Editor, National Early Childhood Technical Assistance System, Chapel Hill, NC 1990
- Ensuring Access: Family Centered Health Care Financing Systems for Children with Special Health Needs, New England Serve Regional Task Force on Health Care Financing, published by New England Serve, 101 Tremont Street, Boston, MA 1992
- Early Childhood Bulletin: Primer for New ICC Parents, author, published by Federation for Children with Special Needs, 1135 Tremont Street, Suite 420, Boston MA 02120-2140, 1992
- Paying the Bills, co-author, published by NE Serve, 101 Tremont Street, Boston, MA

02108, 1992

- HIV/AIDS Education.....It isn't Just for Health Class, co-author, Parent Information Center, PO Box 1422, Concord, NH 03302

**AWARDS:**

Public Citizen of the Year, 2008, NH Pediatric Society  
NH Citizen Action Leadership Award, 1996



## SELECTED CONFERENCE PRESENTATIONS

“Incorporating Health Care Transition Processes to Improve Health Outcomes,” Children and Families Collaboration Conference, May 2017.

“Making Sense of Health Care: Working with Providers.” Parent Advocacy Day, Head Start. May 2017.

“Epilepsy 101: Recognition & Response,” Strafford County Head Start, 2016.

“Skills Building for Independence,” Partnering for Strength Conference, March 2015

“Medical Home: Unlocking the Door to Extra-Ordinary Care,” Plenary Session, NAMI NH Annual Conference Concord, NH, March 2011.

“Medical Home & Family Centered Care,” Child Health Services Planning Day, June 2010.

“Collecting and Using Data: What You Need, Why You Need It, What You Can Do With It,” Candlelighters Affiliate Conference, March 2010.

“Primary Care Medical Home & School Nurses,” NH School Nurse Conference, April 2009.  
(Co-Presented with Center for Medical Home Improvement)

## COMMUNITY & LEADERSHIP ACTIVITIES

**President** Childhood Cancer Lifeline of NH 2000 – present

- Oversight of organizational operations
- Chair CCL Weekend Fundraiser at Pats Peak Ski Area
- CCL Camp Winning Spirit Coordinator
- Founding Member

**Member** Community Diversion Panel 2001-present  
Office of Youth Services –Hillsboro, NH

**Affiliate Advisory Board Member** 2007-2010  
Candlelighters Childhood Cancer Foundation  
(now American Childhood Cancer Organization)

## AWARDS

- Citizen of the Year, NH Pediatric Society 2008
- Champion for Children, 2008  
Council for Children with Chronic Health Conditions
- Exemplary Contribution to the System of Care, 2016  
Special Medical Services, FACETS Project

## PERSONAL

- Extensive personal experience with special medical issues, specifically cancers and epilepsy. Two of three children are cancer survivors.

## **Karin Harvey-Olson**

### **Profile**

Articulate and energetic individual who is a self starter and has skills working within a multi-interdisciplinary team approach; in case management, Resource and Referrals, behavior management, sensory integration dysfunction, developmental disorders, medical disorders and group work.

### **Education**

BS 1995 Sociology and Anthropology; with a concentration in Human Services, Northeastern University, Boston, MA

Certification in American Sign Language and Deaf Studies, 1996, Northeastern University

Continuing Education credits towards: Special Education, Deaf Education, Deaf-Blind Education and ASL Instruction

Certified Attachment Parenting International Leader, cert. 2016

Certified Babywearing Educator through Center for Babywearing Studies, cert. 2014

### **Professional Experience:**

SIBS NH – Leader, running Sibling Support programs throughout the state of NH.

#### **June 2011-present**

NH Family Voices, Concord, NH

Youth Transition Coordinator – Facilitates a Council of young adults with special healthcare needs and/or disabilities, co-creates materials and conferences with the youth, manages website and other social media, other projects as assigned

#### **November 2007-present**

AREA AGENCY OF GREATER NASHUA, Nashua, NH:

Respite provider (Full and Part time) – Respite provider for many families. Provide support for primary care givers including: Respite, Resource and Referral, Medical Procedures, G-tube feeding, Sign Language/ Communication training to families and individuals, and Case Management Services

#### **December 1998- present**

Siblings Coordinator – Running multiple groups ranging in age from 3 years old through adulthood for individuals who have a brother or sister with a developmental disability or chronic health condition. Responsibilities include facilitating group activities and discussions as well as

planning and implementing the entire program. Also has organized and ran statewide sibshops at the NH Family Support Program. **March 2003-June 2011**

Early Supports and Services Assistant Coordinator – Responsible for intake for children age birth through three with a developmental concern, including processing intake and referring to specific ESS teams. Also worked with the different teams in helping to manage their caseloads.

**March 2003- June 2004**

Partners in Health Family Support Coordinator – Started the Nashua Partners in Health Program, a family support program for those with a child with a chronic health condition.

**March 2002 – March 2003**

**June 2016-October 2016**

PLUS COMPANY, Nashua, NH:

Direct Support Professional – Provide weekend care in my home for a multiply disabled Deaf adolescent.

**April 2003- 2006**

PRECIOUS SIGNS, Nashua, NH

Offered Sign Language Instruction for Individuals, Families, and Professionals involved with those who are Deaf or Non-Verbal. Provided IEP and IFSP support. Had a website that provided education and equipment to individuals who are Deaf, Deaf-Blind, Hard of Hearing and Non-verbal. In addition, provided a weekly language enrichment group for toddlers and young children who are Deaf, Deaf-Blind, Hard of Hearing, Non-Verbal, Multi-Handicapped, or is a sibling of these individuals.

**September 1996-Present**

At this time Precious Signs offers Sign Classes and workshops throughout the year as well as individual sign instruction. **(2007)**

Specialized Childcare – Offering Specialized childcare for Deaf and Hearing children throughout New England at various Deaf Events. **April 1998- July 2000**

Professional Nanny – Provided care for up to four children on a consistent basis, and seven children on an occasional basis.

**June 1991 – June 1996**

### **Volunteer Experience**

VNA Childcare, Manchester, NH

Worked as an assistant to the Head Teacher with children of low economic status. Many grew up in abusive homes, some were in protective custody, and others had complications due to being heroine, cocaine or FAS babies. **1988-1991**

Mass State Association of the Deaf Malden, MA

Data Entry, Inventory and Control of Assistive Communication Devices **Spring 1995**

### **Interests and Accomplishments**

In High School, received award for the most volunteer hours, Spanish award for advanced placement studies and drama award. Had High Honors in High School. Graduated Magna Cum Laude from Northeastern. Participated in Golden Key National Honor Society and the Sigma Epsilon Rho Honor Society, both at Northeastern. Interests include American Sign Language, Developmental Disabilities, Deaf Studies, Sensory Integration Issues, Homeschooling, Feeding and Swallowing disorders, Speech and Language Issues, Autism Spectrum Disorders and Advocacy.

**References:** Furnished Upon Request

NH Coalition for Citizens with Disabilities Inc  
d/b/a Parent Information Center  
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Lewis	Executive Director	69431	0	0
Martha-Jean Madison	Co-Director	46172	0	0
Terry Ohlson-Martin	Co-Director	46448	19%	\$8,851/annually
Sylvia Pelletier	Project Coordinator	43703	55%	\$23,985/annually
Karin Harvey-Olson	YEAH Council Facilitator	7557	30%	\$2,236/annually