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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
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April 11, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an agreement with the vendors listed below, for the provision of Targeted Prevention Programming for DCYF-Involved Families with Substance Use Disorder in an amount not to exceed \$744,197.40, effective upon date of Governor and Council approval, through June 30, 2019. 100% Federal Funds.

Contractor Name	Vendor ID	Contractor Address	SFY 2018	SFY 2019	Total Price Limitation
Granite Pathways	228900-B001	10 Ferry Street Concord, NH 03301	\$121,778	\$487,111	\$608,889
The Family Resource Center at Gorham	162412-B001	123 Main Street Gorham, NH 03581	\$27,062	\$108,247	\$135,309
Total			\$148,840	\$595,358	\$744,198

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

05-95-92-920510-25590000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT,

SFY	Class/Account	Class Title	Job Number	Total Amount
SFY18	102-500731	Contracts for Program Services	92052559	\$148,940
SFY19	102-500731	Contracts for Program Services	92052559	\$595,359
Total				\$\$744,198

EXPLANATION

The purpose of this request is to provide Substance Use Disorder prevention and early intervention services to children (from birth through age ten (10)) involved with the Division for Children, Youth and Families (DCYF) and their parents/caregivers who have a substance use disorder. These statewide services will ensure the availability of integrated services designed to reduce and mitigate childhood trauma from substance use in the family. Services to be provided include training and assisting partner programs with developing and implementing strategies that assist the target population. These contracts were developed specifically for the target population using research on best practices, technical assistance from the Substance Abuse and Mental Health Services Administration, guidance from existing Division for Children, Youth and Families Parent Partners, and collaboration within the Department.

The State of New Hampshire was awarded funding authorized by the 21st Century CURES Act through the Substance Abuse and Mental Health Services Administration (SAMHSA). SAMHSA is overseeing the process for states to receive federal funding through the State Targeted Response to the Opioid Crisis Grants Program.

These two contracts constitute one of the projects that will be implemented under the 21st Century CURES Act funding, including the following services and activities:

- Integrated Medication Assisted Treatment for Pregnant and Postpartum Women.
- Naloxone Distribution to Individuals Transitioning from Corrections to the Community.
- Project Management Support: Training, Technical Assistance, Data Collection and Reporting Consultant.
- Re-entry Care Coordination for Women Transitioning from Corrections to the Community.
- Recovery Support Services and Parenting Programming for Pregnant Women and Parents in Recovery.
- Recovery Support Services for School-Aged Youth in Recovery.
- Targeted Prevention Programming for Division for Children Youth and Families Involved Families with Substance Use Disorder.

New Hampshire seeks to fill the current gaps in critical specialty services for populations that are disproportionately affected by opioid use disorder and substance use disorder, and those that are limited in capacity to serve high-need populations.

Granite Pathways and Family Resource Center at Gorham were selected for this project through a competitive bid process. A Request for Proposals/Applications was posted on The Department of Health and Human Services' web site from December 19, 2017 through January 22, 2018. The Department received two (2) proposals. The proposals/applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, of this contract, the Department reserves the option to extend contract services 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 Executive Council.

Should the Governor and Executive Council not authorize this request, children impacted by addiction issues within their family may not receive the services and targeting prevention messaging necessary to support them with current needs and to assist them with avoiding addiction issues in the future. In addition, relative caregivers may not receive the support necessary to continue to support the children in their family impacted by addiction.

Area served: Statewide.

Source of Funds: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Targeting Capacity Expansion State Targeted Response to the Opioid Crisis Grant (CFDA # 93.788 FAIN TI080246)

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Targeted Prevention Programming for
DCYF-Involved Families**

RFP Name

RFP-2018-BDAS-04-TARGE

RFP Number

Bidder Name

1. **Granite Pathways**
2. **The Family Resource Center**

Pass/Fail	Maximum Points	Actual Points
	700	617
	700	597

Reviewer Names

1. Erica Ungarelli, Director, Bureau of Children's Behavioral Health
1. Geraldo Pilarski- Parent Program Specialist, DCYF
1. Aurelia Moran- Home Visiting Program Supervisor, DPHS
1. Don Hunter, Planning and Review Analyst, BDAS, COST
1. Laurie Heath, Business Admin III, DBH/BDAS Finance, COST

Subject: Targeted Prevention Programming for DCYF-Involved Families (RFP-2018-BDAS-04-TARGE-01)

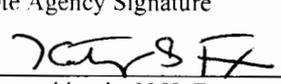
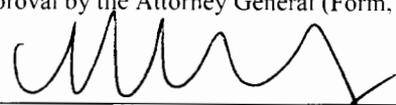
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite Pathways		1.4 Contractor Address 10 Ferry Street Concord, NH 03301	
1.5 Contractor Phone Number 603-931-3703	1.6 Account Number 05-95-92-920510-25590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$608,889
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine McMahon, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/10/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		APRIL L. AREL, Notary Public State of New Hampshire My Commission Expires April 20, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace April Arel, Notary Public			
1.14 State Agency Signature  Date: <u>4/12/18</u>		1.15 Name and Title of State Agency Signatory Katja S Fox, 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:  Megan A. [unclear] - Attorney On: <u>4/17/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials OM
Date 4.6.18

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 Qu
Date 4.6.18



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees that in the performance of any services involving the collection, transmission, storage, or disposition of data obtained or created on behalf of DHHS, shall be subject to the requirements stated in Exhibit K.
- 1.4. The Contractor agrees that in the performance of any services involving the collection, transmission, storage, or disposition of data containing protected health information (PHI) or in the case of substance use disorder (SUD) data created by a Part 2 provider on behalf of DHHS, shall be subject to the requirements stated in Exhibit I and 45 CFR Part 2.
- 1.5. The Contractor agrees that in the performance of any services all staff members shall have training in confidentiality and information security relating to the information, files and data that is involved in the performance of the contract.
- 1.6. The Contractor agrees that any database, dashboard, or information system designed, built, or modified on behalf of DHHS shall be defined and subject to the requirements in Exhibit K, Exhibit I, and all applicable NH Department of Information Technology (DoIT) standards, policies, and procedures.

2. Scope of Services

2.1. General Provisions

- 2.1.1. The Contractor shall provide services to the Division for Children, Youth and Families (DCYF)-involved children (from birth through age ten (10)) and their parents/caregivers who have a substance use disorder for nine (9) District Offices listed below. See Exhibit A-1 for more details.

2.1.1.1. Claremont.

2.1.1.2. Concord.

2.1.1.3. Conway.

2.1.1.4. Keene.

2.1.1.5. Laconia.

2.1.1.6. Manchester.



- 2.1.1.7. Rochester.
- 2.1.1.8. Seacoast.
- 2.1.1.9. Southern.
- 2.1.2. The Contractor shall assist in developing a strong collaboration between agencies within the Department including, but not limited to the Bureau of Drug and Alcohol Services (BDAS), the Division for Children, Youth, and Families (DCYF), the Division of Public Health Services (DPHS), and the Bureau for Children's Behavioral Health (BCBH) by creating and implementing programs targeted at DCYF-involved children and their parents/ primary caregivers with substance use disorder in order to:
 - 2.1.2.1. Reduce and mitigate childhood trauma by:
 - 2.1.2.1.1. Increasing access to, and participation in, evidence-based home visiting services;
 - 2.1.2.1.2. Reducing the child's risk of substance use issues; and
 - 2.1.2.1.3. Increasing training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma-informed care so that the workforce is better prepared to address the challenges of this population.
 - 2.1.2.2. Engage, educate, and empower parents/primary caregivers in a peer-to-peer model to increase family protective factors and reduce risk factors in order to better support childhood social and emotional needs by:
 - 2.1.2.2.1. Fostering positive parent/primary caregiver child attachment;
 - 2.1.2.2.2. Increasing parent/primary caregiver knowledge about childhood development and learning;
 - 2.1.2.2.3. Increasing resiliency and social connectedness in parents/primary caregivers; and
 - 2.1.2.2.4. Educating parents on the topic of trauma for children and the risk continued substance use poses to the child.
- 2.1.3. The Contractor shall maintain one (1) point of contact and one (1) alternate contact who can receive requests from the nine (9) covered District Offices the Contractor supports that will refer families to this program.
- 2.1.4. The Contractor shall ensure that families who are referred for services are offered all program components in a timely fashion, with the understanding that DCYF involvement has a twelve (12) month timeframe for permanency decisions that can impact a parent's parental rights.
- 2.1.5. The Contractor shall re-offer services at two (2) and six (6) weeks after the initial offer to families that decline the initial offer of services, cease to participate, or do not attend a scheduled visit.

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- 2.1.6. The Contractor shall collaborate with Department partners when any issues/barriers arise including, but not limited to, timely access to treatment and program partner capacity issues such as program waitlists or lack of treatment provider capacity.
- 2.1.7. The Contractor shall ensure that when there is an Infant Safe Plan of Care (ISPOC) for a child, all participating partners are knowledgeable about the plan of care and are assisting DCYF and the family to fulfill the plan of care by having a Parent Partner schedule a call with the identified agencies and workers within the first two (2) weeks of receiving a referral to the Strength to Succeed program.
- 2.1.8. The Contractor shall be familiar with the DCYF practice model and Solution Based Casework (SBC) in order to provide services within these frameworks. (More information can be found at <https://www.dhhs.nh.gov/dcyf/documents/nhdscyf%202015-2019cfsp.pdf> and <http://www.solutionbasedcasework.com/about/>.)
- 2.1.9. The Contractor shall collaborate with the Department on federally-mandated outcome design and de-identified, aggregate data collection for program evaluation and federal reporting purposes.
- 2.1.10. The Contractor shall collaborate with existing program providers including, but not limited to Family Resource Centers, and SUD treatment and peer recovery support service providers to ensure consistency in practice and enrollment of clients in appropriate programming including, but not limited to:
 - 2.1.10.1. Understanding past client assessments and utilizing a current assessment process to determine the proper case plan.
 - 2.1.10.2. Employing a case plan that focuses on the individual's strengths, seeks solutions and builds on success.
 - 2.1.10.3. Assessing the efficacy of the case plan on an ongoing basis.
- 2.1.11. The Contractor shall establish a protocol within the Regional Access Point programming to ensure the prioritization of the Strength to Succeed referred families, in gaining rapid access to treatment.
- 2.1.12. The Contractor shall inform the Integrated Delivery Network(s) (IDNs) of this project in order to align this work with IDN projects that may be similar or impact the same populations and workforce issues.
- 2.1.13. When treatment services cannot be provided within forty-eight (48) hours of referral, the Contractor shall ensure the client has access to interim services, defined as recovery support services or services with a lower American Society of Addiction Medicine (ASAM) Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area. This shall be accomplished through:

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- 2.1.13.1. Making referrals to treatment providers who will complete both the evaluation and service plan; or
- 2.1.13.2. Completing clinical evaluations and service plans through subcontracts with Master Licensed Alcohol and Drug Counselors (MLADC) until such time as a local provider can be located, if there are not treatment providers where the individual resides.
- 2.1.14. The Contractor shall identify or develop, when indicated, appropriate Strength to Succeed training curriculum and educational materials including, but not limited to:
 - 2.1.14.1. Parenting curriculum for parents and families while in treatment and recovery including, but not limited to:
 - 2.1.14.1.1. Recovery Curriculum, the Contractor's parenting curriculum.
 - 2.1.14.1.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
 - 2.1.14.1.3. The Greater-Tilton Family Resource Center's Forever Hope: Families Impacted by Substance Use Disorder.
 - 2.1.14.2. Prevention messaging geared for young children regarding substance use including, but not limited to:
 - 2.1.14.2.1. Stages of Child Development:
 - 2.1.14.2.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery
 - 2.1.14.3. Addiction 101, which the Contractor shall develop with BDAS to be delivered to the program partners who are not SUD treatment providers and do not have the basic training already, including DCYF.
 - 2.1.14.4. DCYF Involvement 101, which the Contractor shall develop with DCYF to be delivered to the program partners not affiliated with DCYF to include the DCYF practice model and the tenets of Solution Based Casework.
- 2.1.15. The Contractor shall develop pre- and post-tests for the trainings addressed in Subsection 2.1.14 and will collect and score the tests in order to determine improvement gained from the training.
- 2.1.16. The Contractor shall utilize the "Strength to Succeed" name, when marketing or conducting business for this program.
- 2.1.17. All individuals and points of contact who have access to confidential information during the course of providing the services under this Agreement, shall be trained in and maintain the proper process for the handling, storage and transmission of such information.

2.2. DCYF Parent Partner Program (Peer Recovery Support)

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- 2.2.1. The Contractor shall collaborate with the DCYF Parent Partner Program in order to:
- 2.2.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 2.2.1.1.1. Developing job descriptions and standards for Parent Partners, the program manager and supervisory staff.
 - 2.2.1.1.2. Posting the positions on online job boards.
 - 2.2.1.1.3. Seeking referrals for positions from recovery programs, the Contractor's Regional Access Program (RAP) staff, and area agencies.
 - 2.2.1.2. Develop program oversight and an integrated supervision model for Parent Partners to include, but not be limited to providing a point of contact and oversight at each of the nine (9) covered District Offices which shall include, but not be limited to:
 - 2.2.1.2.1. Creating Memorandums of Understanding (MOUs) that clearly address supervision, training and oversight of Parent Partners.
 - 2.2.1.2.2. Training Parent Partners regarding applicable operational policies and procedures including, but not limited to:
 - 2.2.1.2.2.1. Work hours.
 - 2.2.1.2.2.2. Human resources practices.
 - 2.2.1.2.2.3. Health and safety protocols.
 - 2.2.1.3. Train Parent Partners in providing support to families with SUD/ODU which shall include, but not be limited to:
 - 2.2.1.3.1. DYCF's approach to service delivery and Solutions Based Casework.
 - 2.2.1.3.2. Policies and procedures associated with home and community-based work.
- 2.2.2. The Contractor shall collaborate with DCYF to establish a recruitment and hiring plan that ensures Parent Partners are co-located in each of the nine (9) covered District Offices as an integrated member of the team. The plan must include which offices are of higher need to staff first and then a plan with timeframes for staffing the rest of the offices.
- 2.2.3. The Contractor shall ensure Parent Partners are adequately trained and supervised to provide peer support and are educated regarding the goals of peer support which include, but are not limited to:
- 2.2.3.1. Instilling hope in families.
 - 2.2.3.2. Providing support and promoting self-advocacy.
 - 2.2.3.3. Providing an understanding of the DCYF practice, policies, and regulations.

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2.2.4. The Contractor shall collaborate with the DCYF Parent Partner program to identify Parent Partners that are willing and able to become Certified Recovery Support Workers (CRSW's). Upon obtaining agreement from Parent Partners to become CRSW's, the Contractor shall:

2.2.4.1. Support the parent partners in all aspects of certification as outlined by the Office of Professional Licensure and Certification (OPLC). <https://www.oplc.nh.gov/alcohol-other-drug/index.htm>

2.2.4.2. Ensure all components necessary for billing for CRSW's are in place in accordance with Rule He-W513.

2.2.4.3. Enroll with Medicaid and managed care organizations.

2.3. Home Visiting Programming

2.3.1. The Contractor shall collaborate with other agencies that provide evidenced-based home visiting programming as outlined in Paragraph 2.3.3 and provide assistance to them to expand their delivery of home visiting programming to open DCYF cases. (More information available at <https://homvee.acf.hhs.gov/models.aspx>) Evidenced-based home visiting programming includes, but is not limited to:

2.3.1.1. Providing Ages & Stages Questionnaires, Third Edition Developmental screenings (ASQ-3™) (More information available at <http://agesandstages.com/products-services/asq3/>)

2.3.1.2. Providing parent education.

2.3.1.3. Providing in-home supports.

2.3.1.4. Providing age and developmentally appropriate Substance Use prevention messages and program curriculums.

2.3.1.5. Assisting families in locating and contacting community supports as needed.

2.3.1.6. Collaborating with DCYF case workers to monitor families' progress and create a shared goal plan for the family.

2.3.1.7. Collaborating with DCYF to identify realistic strategies for supporting families and to build success in reaching family case goals as stated in the Solution Based Case (SBC) Plans.

2.3.1.8. Collaborating with existing Child Welfare Agencies in all nine (9) covered District Offices to create referral relationships for Home Visiting Services.

2.3.1.9. Utilizing Healthy Families America as a primary home visiting model and ensuring appropriate and effective modifications are employed for children over the age five (5) being served by home visiting.

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- 2.3.2. The Contractor shall use a Department-approved parent-child interaction assessment tool to measure progress towards achieving the performance measures.
- 2.3.3. The Contractor shall collaborate with community partners including, but not limited to:
 - 2.3.3.1. Family Resource Centers.
 - 2.3.3.2. Family Support New Hampshire.
 - 2.3.3.3. Thirteen (13) Regional Public Health Networks.
 - 2.3.3.4. Partnership of a Drug Free NH.
 - 2.3.3.5. Communities for Alcohol and Drug-Free Youth (CADY).
 - 2.3.3.6. Raymond Coalition for Youth (RCFY).
- 2.3.4. The Contractor shall use a Department-approved, parent-child interaction form to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.

2.4. Relative Caregiver Support

- 2.4.1. The Contractor shall develop relative caregiver support groups to help reduce caregiver strain and create a natural system of support among relative caregivers.
 - 2.4.1.1. The Contractor's support groups must be accessible to all nine (9) District Office covered catchment areas and based on areas of high need.
 - 2.4.1.2. The Contractor's Safe Harbor Recovery Program and Family Supports Program shall be used to recruit, train, and oversee an extensive network of volunteers to facilitate the support groups.
 - 2.4.1.3. The Contractor's Parent Partners may act as group facilitators upon receiving proper training.
- 2.4.2. The Contractor shall collaborate with DCYF to ensure relative caregivers are informed of supports including, but not limited to:
 - 2.4.2.1. The Relative Caregiver specialist at DCYF and the Resource Guide developed by DCYF.
 - 2.4.2.2. Relative caregiver support groups in their area.
 - 2.4.2.3. Other community resources to help support the caregiver and the child, and reduce caregiver strain.
- 2.4.3. The Contractor shall provide education to relative caregivers on how to interact with their child(ren) in a developmentally-appropriate manner regarding parental substance use disorder and how to prevent addiction in their own lives. The education provided will include, but not be limited to:



- 2.4.3.1. Strategies regarding preventing addiction in their own lives;
- 2.4.3.2. Strategies to reinforce healthy, pro-social behaviors;
- 2.4.3.3. Examples of rewards or reinforcers; and
- 2.4.3.4. Strategies for managing the effects of a parent with SUD.

2.5. Parent and Child Substance Use Education

2.5.1. The Contractor shall provide parent and child substance use education, using the Nurturing Parenting program (<http://www.nurturingparenting.com>) which includes, but is not limited to:

- 2.5.1.1. Training all relevant staff in the Nurturing Parenting program.
- 2.5.1.2. Providing education in a variety of settings including in single or co-facilitated group settings.
- 2.5.1.3. Modifying the education for individuals and families not yet ready for a group setting.
- 2.5.1.4. As a supplement to Nurturing Parenting, collaborating with the Greater Tilton Area Family Resource Center's to offer aspects of Forever Hope's Training for Families Affected by Substance Use.

2.6. The Contractor shall develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the contract which describes the process for ensuring the completion of all aspects of the Scope of Services.

2.7. Data and Reporting

2.7.1. The Contractor shall submit monthly narrative reports to the Department including a summary of project progress, barriers met and addressed, and general aggregate information regarding the families served by the program. The aggregate information must include, but is not limited to:

- 2.7.1.1. Primary drug of choice for family members.
- 2.7.1.2. General treatment access information for family members.
- 2.7.1.3. Number and ages of children served by program.
- 2.7.1.4. Date of enrollment in program.
- 2.7.1.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
- 2.7.1.6. Change in the living status of each child.
- 2.7.1.7. Number of provider organizations providing direct services as listed in the scope of service.
- 2.7.1.8. Number of parent partners hired and the district offices covered.

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2.7.2. The Contractor shall collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.

3. Performance Measures

- 3.1. The Contractor shall ensure that the following performance indicators are quarterly achieved and monitored monthly to measure the effectiveness of the agreement:
- 3.1.1. The Contractor shall provide evidence-based home visiting services to one hundred percent (100 %) of families referred to the program that require home visiting services as part of their treatment plan.
 - 3.1.2. The Contractor shall increase training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma informed care by three (3) trainings per calendar year and increase the knowledge of substance misuse prevention, recovery and trauma informed care among the early childhood and home visiting workforce, as demonstrated by an increase of (10%) in aggregate as measured quarterly from training pre-tests to training post-tests
 - 3.1.3. The Contractor shall ensure that eighty percent (80%) of families referred to the program receive access to treatment or interim treatment services within forty eight (48) hours of referral.
- 3.2. Quarterly, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

**NH DHHS DIVISION OF FAMILY ASSISTANCE (DFA)
DISTRICT OFFICE CATCHMENT AREA**

Where to Apply

DFA Locations	Towns Served
<p>Berlin 650 Main Street, Suite 200 Berlin; 03570-2431 Phone: 752-7800 or 1-800-972-6111</p>	<p>Berlin, Clarksville, Colebrook, Columbia, Dixville, Dummer, Errol, Gorham, Groveton, Milan, Millsfield, N. Stratford, Northumberland, Percy, Pittsburgh, Randolph, Shelburne, Stark, Stewartstown, Stratford, Wentworth's Location, W. Stewartstown</p>
<p>Claremont 17 Water Street, Ste. 301 Claremont; 03743-2280 Phone: 542-9544 or 1-800-982-1001</p>	<p>Acworth, Canaan, Charlestown, Claremont, Cornish, Croydon, Enfield, George's Mills, Goshen, Grafton, Grantham, Guild, Hanover, Langdon, Lebanon, Lempster, Lyme, Meriden, Newport, Orange, Orford, Plainfield, Springfield, Sunapee, Unity, Washington, West Lebanon</p>
<p>Concord 40 Terrill Park Drive Concord; 03301-9955 Phone: 271-6201 or 1-800-322-9191</p>	<p>Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Contoocook, Danbury, Dunbarton, Elkins, Epsom, Franklin, Henniker, Hill, Hillsboro, Hooksett, Hopkinton, Loudon, New London, Newbury, Northfield, Pembroke, Penacook, Pittsfield, Salisbury, Suncook, Sutton, Warner, Webster, Wilmot</p>
<p>Conway 73 Hobbs Street Conway; 03818-6188 Phone: 447-3841 or 1-800-552-4628</p>	<p>Albany, Bartlett, Brookfield, Chatham, Chocorua, Conway, Eaton, Effingham, Freedom, Glen, Hale's Location, Hart's Location, Intervale, Jackson, Kearsarge, Madison, Melvin Village, Moultonborough, N. Conway, Ossipee, Sanbornville, Sandwich, Snowville, Tamworth, Tuftonboro, Wakefield, Wolfeboro</p>
<p>Keene 111 Key Road Keene; 03431 Phone: 357-3510 or 1-800-624-9700</p>	<p>Alstead, Antrim, Ashuelot, Bennington, Chesterfield, Deering, Drewville, Dublin, Fitzwilliam, Francestown, Gilsum, Greenfield, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Lyndeborough, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Spoffard, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester, Windsor</p>
<p>Laconia 65 Beacon Street West Laconia; 03246-9988 Phone: 524-4485 or 1-800-322-2121</p>	<p>Alexandria, Alton, Ashland, Barnstead, Belmont, Bridgewater, Bristol, Campton, Center Harbor, Dorchester, Ellsworth, Gilford, Gilmanton, Groton, Hebron, Holderness, Laconia, Lakeport, Meredith, New Hampton, Plymouth, Rumney, Sanbornton, Silver Lake, Thornton, Tilton, Waterville Valley, Wentworth, Winnisquam</p>

**NH DHHS DIVISION OF FAMILY ASSISTANCE (DFA)
DISTRICT OFFICE CATCHMENT AREA**

Where to Apply

DFA Locations	Towns Served
<p>Littleton 80 North Littleton Road Littleton; 03561-3841 Phone: 444-6786 or 1-800-552-8959</p>	<p>Bath, Benton, Bethlehem, Carroll, Dalton, Easton, Franconia, Glencliff, Haverhill, Jefferson, Lancaster, Landaff, Lincoln, Lisbon, Littleton, Livermore, Lyman, Monroe, Piermont, Pike, Sugar Hill, Twin Mountain, Warren, Whitefield, Woodstock, Woodsville</p>
<p>Manchester 195 McGregor St., Ste 110 Manchester; 03102-3762 Phone: 668-2330 or 1-800-852-7493</p>	<p>Auburn, Bedford, Chester, Goffstown, Manchester, New Boston, Weare</p>
<p>Rochester 150 Wakefield St., Ste 22 Rochester; 03867-1309 Phone: 332-9120 or 1-800-862-5300</p>	<p>Barrington, Dover, Durham, Farmington, Gonic, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford, Union</p>
<p>Seacoast 50 International Drive Portsmouth; 03801 Phone: 433-8300 or 1-800-821-0326</p>	<p>Brentwood, Candia, Deerfield, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, North Hampton, Northwood, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, Stratham</p>
<p>Southern 3 Pine Street, Suite Q Nashua; 03060-9311 Phone: 883-7726 or 1-800-852-0632</p>	<p>Amherst, Atkinson, Brookline, Danville, Derry, Greenville, Hampstead, Hollis, Hudson, Litchfield, Londonderry, Mason, Merrimack, Milford, Mont Vernon, Nashua, Newton, Pelham, Plaistow, Salem, Sandown, Wilton, Windham</p>



Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
3. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.788, US Department of Health and Human Services, Substance Abuse and Mental Health Administration.
4. The Contractor shall provide flexible funds in the amount specified in the Contractor's budgets per State Fiscal Year in order to assist with removing any barriers that parents/caregivers may encounter in accessing any of the components of this program. Flexible funds are for services or products necessary to be able to receive home visiting or to go to treatment which include, but are not limited to:
 - 4.1. Gas cards.
 - 4.2. Car repair bills.
 - 4.3. Heating oil.
5. Payment for said services shall be made monthly as follows:
 - 5.1. 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.
 - 5.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:
 - 5.5.1. Email address: Email address: Laurie.Heath@dhhs.nh.gov
 - 5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
6. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be

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made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Granite Pathways

Budget Request for: Targeted Prevention Programming for DCYF- Involved Families

Budget Period: SFY18 (Ending 6/30/18)

Line Item	Total Program Cost			Contractor Share / Match		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 39,594.14	\$ 4,751.30	\$ 44,345.44	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 11,878.24	\$ 1,425.39	\$ 13,303.63	\$ -	\$ -	\$ -
3. Consultants	\$ 1,087.50	\$ 130.50	\$ 1,218.00	\$ -	\$ -	\$ -
4. Equipment:						
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 14,000.00	\$ 1,680.00	\$ 15,680.00	\$ -	\$ -	\$ -
5. Supplies:						
Educational	\$ 3,000.00	\$ 360.00	\$ 3,360.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,000.00	\$ 600.00	\$ 5,600.00	\$ -	\$ -	\$ -
6. Travel	\$ 3,500.00	\$ 420.00	\$ 3,920.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,200.00	\$ 144.00	\$ 1,344.00	\$ -	\$ -	\$ -
8. Current Expenses						
Telephone	\$ 980.00	\$ 117.60	\$ 1,097.60	\$ -	\$ -	\$ -
Postage	\$ 90.00	\$ 10.80	\$ 100.80	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 200.00	\$ 24.00	\$ 224.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 944.98	\$ 113.40	\$ 1,058.38	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 13,479.75	\$ 1,617.57	\$ 15,097.32	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):						
Technology	\$ 4,780.00	\$ 573.60	\$ 5,353.60	\$ -	\$ -	\$ -
Flexible Funding	\$ 8,995.75	\$ 1,079.49	\$ 10,075.24	\$ -	\$ -	\$ -
TOTAL	\$ 108,730.36	\$ 13,047.64	\$ 121,778.00	\$ -	\$ -	\$ -

12.0%

Indirect As A Percent of Direct

Contractor Initials: *CH*
Date: *11.18*

Line Item	Total Program Cost		Total		Total		Total	
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 303,329.92	\$ 36,399.59	\$ 339,729.51	\$ 950.81	\$ 8,874.26	\$ 295,406.47	\$ 35,448.78	\$ 330,855.25
2. Employee Benefits	\$ 90,998.98	\$ 10,919.88	\$ 101,918.85	\$ 285.24	\$ 2,662.28	\$ 88,621.94	\$ 10,634.63	\$ 99,256.57
3. Consultants	\$ 4,350.00	\$ 522.00	\$ 4,872.00	\$ 144.00	\$ 1,344.00	\$ 3,150.00	\$ 378.00	\$ 3,528.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,199.99	\$ 384.00	\$ 3,583.99	\$ 28.42	\$ 265.28	\$ 2,963.13	\$ 355.58	\$ 3,318.71
6. Travel	\$ 12,000.00	\$ 1,440.00	\$ 13,440.00	\$ -	\$ -	\$ 12,000.00	\$ 1,440.00	\$ 13,440.00
7. Occupancy	\$ 7,200.00	\$ 864.00	\$ 8,064.00	\$ -	\$ -	\$ 7,200.00	\$ 864.00	\$ 8,064.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,880.00	\$ 705.60	\$ 6,585.60	\$ -	\$ -	\$ 5,880.00	\$ 705.60	\$ 6,585.60
Postage	\$ 500.00	\$ 60.00	\$ 560.00	\$ -	\$ -	\$ 500.00	\$ 60.00	\$ 560.00
Subscriptions	\$ 1,200.00	\$ 144.00	\$ 1,344.00	\$ -	\$ -	\$ 1,200.00	\$ 144.00	\$ 1,344.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,440.00	\$ 172.80	\$ 1,612.80	\$ -	\$ -	\$ 1,440.00	\$ 172.80	\$ 1,612.80
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 12,479.00	\$ 1,497.48	\$ 13,976.48	\$ 5,200.00	\$ 5,824.00	\$ 7,279.00	\$ 873.48	\$ 8,152.48
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Technology	\$ 4,680.00	\$ 561.60	\$ 5,241.60	\$ -	\$ -	\$ 4,680.00	\$ 561.60	\$ 5,241.60
15. Flexible Spending	\$ 7,200.00	\$ 864.00	\$ 8,064.00	\$ 2,600.00	\$ 2,912.00	\$ 4,600.00	\$ 552.00	\$ 5,152.00
TOTAL	\$ 454,457.89	\$ 54,534.95	\$ 508,992.83	\$ 19,537.35	\$ 21,881.83	\$ 434,920.54	\$ 52,190.46	\$ 487,111.00

Indirect As A Percent of Direct 12.0%

Contractor Initials: *CA*
Date: *4.6.18*



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

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.

CM

4.6.18



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



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

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

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

Contractor Name:

4.6.18
Date


Name: Christine McMahon
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

4.6.18
Date


Name: Christine McMahon
Title: President and CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

4.6.18
Date

Name: Christine McMahon
Title: President and CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials

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:

4.6.18
Date

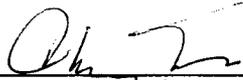

Name: Christine McMahon
Title: President & CEO

Exhibit G

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

Contractor Initials CM



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:

4.6.18
Date


Name: Christine McMahon
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

Ch

4-6-18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

4/12/18
Date

Granite Pathways
Name of the Contractor

Christine McMahon
Signature of Authorized Representative

Christine McMahon
Name of Authorized Representative

President & CEO
Title of Authorized Representative

4.6.18
Date



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

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

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

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

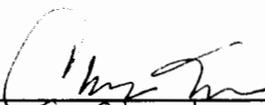
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

4.6.18
Date


Name: Christine McMahon
Title: President & CEO



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: 019392707
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: _____



A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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



DHHS Information Security Requirements

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

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

CM

4.6.18



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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

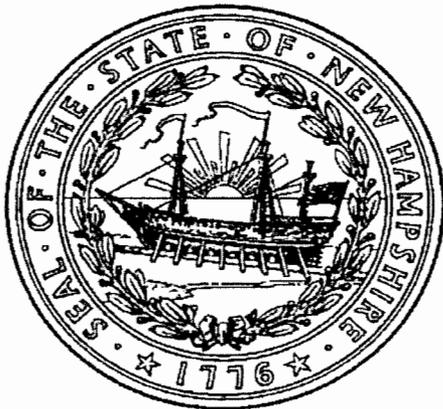
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. 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: 613581



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Granite Pathways.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 2/26/16:
(Date)

RESOLVED: That the President and CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10th day of April, 2018 .
(Date Contract Signed)

4. Christine McMahon is the duly elected President and CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough _____

The forgoing instrument was acknowledged before me this 10th day of April , 2018 ,

By William Rider.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: September 18, 2018

JOANNE C. DUCLOS, Notary Public
Commission Expires **September 18, 2018**



FEDCREH-01

ALYSONSTRUCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2017

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

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkshire Hathaway Specialty Insurance Company 22276 INSURER B : Technology Insurance Co., Inc. 42376 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Granite Pathways, Inc. Attn: Karen Wegmann 633 Third Avenue - 6th floor New York, NY 10017	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			47SPK25564203	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			47RWS14808203	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			47SUM14808303	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				TWC3600651	12/11/2017	12/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire,
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allyson Struck



Mission Statement

Granite Pathways works to empower and support individuals and families effected by mental health issues and substance use disorders. Through a peer based recovery framework, we provide services and create community culture to help individuals and families pursue their goals for improved health and wellness, social connectedness, meaningful work, and opportunities for volunteerism, employment, and education.

Consolidated Financial Statements Together with
Report of Independent Certified Public Accountants

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

September 30, 2016 and 2015

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
FEDCAP Rehabilitation Services, Inc.:

We have audited the accompanying consolidated financial statements of FEDCAP Rehabilitation Services, Inc. and Subsidiaries (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2016 and 2015, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of FEDCAP Rehabilitation Services, Inc. and Subsidiaries as of September 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other matters

Supplementary information

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

Grant Thornton LLP

New York, New York
March 6, 2017

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Financial Position
As of September 30, 2016 and 2015

ASSETS	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 10,969,236	\$ 12,211,556
Accounts receivable (net of allowance for doubtful accounts of approximately (\$2,080,000 in 2016 and \$2,619,000 in 2015))	33,441,617	29,746,474
Contributions receivable (net of allowance for uncollectible contributions of approximately \$115,000 in 2016 and 2015)	1,041,133	2,333,225
Inventories, net	414,939	673,818
Prepaid expenses and other assets	<u>2,826,486</u>	<u>2,322,433</u>
Total current assets	<u>48,693,411</u>	<u>47,287,506</u>
LONG-TERM ASSETS		
Investments	17,345,073	16,926,806
Fixed assets, net	75,855,170	76,998,952
Art objects	21,750	21,750
Beneficial interest in remainder trusts	575,912	693,049
Other assets	<u>575,020</u>	<u>540,033</u>
Total assets	<u>\$ 143,066,336</u>	<u>\$ 142,468,096</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 26,530,000	\$ 27,978,124
Deferred revenues	1,156,919	1,082,588
Advance from government agency	-	1,800,000
Current portion of long-term debt	<u>754,995</u>	<u>837,289</u>
Total current liabilities	28,441,914	31,698,001
LONG-TERM LIABILITIES		
Obligations under capital leases	36,672,420	36,802,491
Long-term debt, net of current portion	23,943,320	24,599,343
Revolving loans	16,486,698	12,466,630
Other liabilities	<u>2,191,849</u>	<u>1,970,348</u>
Total liabilities	<u>107,736,201</u>	<u>107,536,813</u>
Commitments and contingencies		
NET ASSETS		
Unrestricted	33,176,435	32,171,763
Temporarily restricted	1,569,272	2,175,092
Permanently restricted	<u>584,428</u>	<u>584,428</u>
Total net assets	<u>35,330,135</u>	<u>34,931,283</u>
Total liabilities and net assets	<u>\$ 143,066,336</u>	<u>\$ 142,468,096</u>

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Activities
For the years ended September 30, 2016 and 2015

	2016			2015				
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES								
Contract services and products	\$ 102,312,128	\$ -	\$ -	\$ 102,312,128	\$ 102,251,831	\$ -	\$ -	\$ 102,251,831
Rehabilitation and vocational programs	120,436,118	-	-	120,436,118	67,251,287	-	-	67,251,287
Contributions and Grants	3,416,316	140,000	-	3,556,316	1,610,917	1,755,688	-	3,366,605
Inherent contribution	202,380	-	-	202,380	(273,740)	235,360	501,660	463,280
Interest income	124,717	-	-	124,717	34,523	-	-	34,523
Miscellaneous revenue	1,797,383	-	-	1,797,383	519,312	-	-	519,312
Net assets released from restrictions	745,820	(745,820)	-	-	572,503	(572,503)	-	-
Total revenues	<u>229,034,862</u>	<u>(605,820)</u>	<u>-</u>	<u>228,429,042</u>	<u>171,966,633</u>	<u>1,418,545</u>	<u>501,660</u>	<u>173,886,838</u>
EXPENSES								
Program services								
Contract services and products	90,986,554	-	-	90,986,554	88,034,038	-	-	88,034,038
Rehabilitation and vocational programs	105,862,539	-	-	105,862,539	63,470,318	-	-	63,470,318
Supporting services	196,849,093	-	-	196,849,093	151,504,356	-	-	151,504,356
Management and general	29,504,519	-	-	29,504,519	21,428,446	-	-	21,428,446
Development	1,676,578	-	-	1,676,578	774,795	-	-	774,795
Total expenses	<u>228,030,190</u>	<u>-</u>	<u>-</u>	<u>228,030,190</u>	<u>173,707,597</u>	<u>-</u>	<u>-</u>	<u>173,707,597</u>
Change in net assets	1,004,672	(605,820)	-	398,852	(1,740,964)	1,418,545	501,660	179,241
Net assets at beginning of year	32,171,763	2,175,092	581,428	34,931,283	33,912,727	756,547	82,768	34,752,042
Net assets at end of year	<u>\$ 33,176,435</u>	<u>\$ 1,569,272</u>	<u>\$ 581,428</u>	<u>\$ 35,330,135</u>	<u>\$ 32,171,763</u>	<u>\$ 2,175,092</u>	<u>\$ 581,428</u>	<u>\$ 34,931,283</u>

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
For the years ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 398.852	\$ 179.241
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	3.918.260	3.318.960
Bad debt provision (recovery)	1.046.376	(206.665)
Accrued interest on capital lease obligations	-	176.345
Inherent contribution	(202.380)	(463.280)
Unrealized gain on investments	(129.415)	-
Changes in assets and liabilities:		
Accounts receivable	(4.741.245)	(8.316.615)
Contribution receivable	1.292.092	(1.286.010)
Inventories	258.879	(623.472)
Prepaid expenses and other assets	(527.750)	(1.106.043)
Beneficial interest in remainder trust	152.897	(3.377)
Accounts payable and accrued liabilities	(1.455.478)	12.638.424
Deferred revenue	74.331	106.364
Other liabilities	221.501	669.034
Net cash provided by operating activities	<u>306.920</u>	<u>5.082.906</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	6.000.000	-
Purchase of investments	(6.283.333)	(34.009)
Cash received in acquisition	10.202	812.974
Capital expenditures	(2.627.789)	(5.004.549)
Net cash used in investing activities	<u>(2.900.920)</u>	<u>(4.225.584)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Decrease in advance from government agency	(1.800.000)	(829.782)
Change in revolving loans	4.020.068	5.111.844
Repayment of long-term debt	(738.317)	(382.453)
Repayment of capital lease obligations	(130.071)	(5.976)
Net cash provided by financing activities	<u>1.351.680</u>	<u>3.893.633</u>
(Decrease) increase in cash and cash equivalents	(1.242.320)	4.750.955
CASH AND CASH EQUIVALENTS		
Beginning of year	<u>12.211.556</u>	<u>7.460.601</u>
End of year	<u>\$ 10.969.236</u>	<u>\$ 12.211.556</u>
Supplemental disclosure of cash flow information:		
Cash interest paid during the year	<u>\$ 1.079.151</u>	<u>\$ 1.078.854</u>
Fixed assets acquired with capital leases	<u>\$ -</u>	<u>\$ 66.092</u>

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

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

1. ORGANIZATION AND NATURE OF ACTIVITIES

Fedcap Rehabilitation Services, Inc. ("FRS") is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

FRS was founded to provide a comprehensive range of vocational and related services to individuals with disabilities and other work-related disadvantages who face significant barriers to employment. FRS's goal is to help each person achieve independence, integration into the community and full participation in the economic mainstream.

FRS provides contract services and products within custodial, homecare, office services, and industrial divisions of FRS. The primary customers in these divisions are Federal, and New York State and City agencies and certified home health agencies, that contract with FRS for services.

As part of FRS's rehabilitation and vocation programs, FRS provides vocational evaluations, training, and employment services and other government-funded employment and job search programs. Evaluations combine aptitude tests, computerized assessments, and vocational counseling. After evaluation, FRS offers training in mail clerk/messenger services, building/custodial services, culinary arts/food services, data entry, office skills, document imaging, hospitality operations, and security operations. FRS then seeks to employ individuals who have successfully completed FRS's rehabilitation and vocational programs. FRS also offers the Chelton Loft, a voluntary clubhouse program for people with a history of serious mental illness. FRS also has a vocational education program and a licensed mental health program.

On July 1, 2011, FRS acquired and became the sole member of Wildcat Services Corporation ("Wildcat"), a nonprofit entity located in New York City that provides employment training, jobs placement and "supportive employment" opportunities for individuals with barriers to employment.

On October 1, 2012, FRS acquired and became the sole member of ReServe Elder Service, Inc. ("ReServe"), a nonprofit entity located in New York City that matches continuing professionals age 55+ with organizations that need their expertise. ReServe provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

On October 1, 2013, FRS acquired and became the sole member of Community Workshops, Inc. (d b a Community Work Services) ("CWS"), a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

On September 1, 2015, FRS acquired and became the sole member of Easter Seals New York, Inc. ("ESNY"), a nonprofit entity whose purpose is to provide program and services for people with disabilities, assistance to people with disabilities and their families, assistance to communities in developing necessary and appropriate resources for residents, and a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community.

On May 1, 2016, ESNY received a contribution in the form of a Red Mango franchise, incorporated as 1184 Deer Park Ave., Inc. ("1184"). 1184 is currently managed as a for profit corporation, and operates as a social enterprise which includes a training center and employment opportunities for veterans.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

On May 1, 2016, FRS acquired and became the sole member of Granite Pathways, Inc. ("GP"), a nonprofit entity whose mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships.

On September 1, 2016, FRS acquired and became the sole member of Easter Seals Rhode Island, Inc. ("ESRI"), a nonprofit entity whose purpose is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

Collectively, FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP and ESRI are referred to as "FEDCAP."

2. SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of FEDCAP have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") using the accrual basis of accounting. All intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

Accordingly, FEDCAP's consolidated financial statements distinguish between unrestricted, temporarily restricted and permanently restricted net assets and changes in net assets as follows:

Unrestricted Net Assets - consist of all funds which are expendable, at the discretion of FEDCAP's management and Board of Directors, for carrying on daily operations. These funds have neither been restricted by donors nor set aside for any specific purpose.

Temporarily Restricted Net Assets - net assets that have been limited by donor-imposed stipulations that either expire with the passage of time or can be fulfilled and removed by the actions of FEDCAP pursuant to those stipulations.

Permanently Restricted Net Assets - net assets subject to donor-imposed stipulations that require resources to be maintained as funds of a permanent duration.

Cash Equivalents

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents.

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as either permanently restricted if FEDCAP is required to maintain the contribution permanently or temporarily restricted if the stipulation limits the use of the contribution to specific purposes or a time period. Donor restrictions that are received and met in the same fiscal year are recorded as unrestricted contributions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, temporarily restricted net assets

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are reclassified to unrestricted net assets as "net assets released from restrictions" in the accompanying consolidated statements of activities.

Revenue from grants and contracts is recognized when earned, that is, generally as related costs are incurred or the milestone is achieved under the grant or contract.

Revenue Recognition and Deferred Revenue

FEDCAP's revenue primarily relates to contract services and products, and rehabilitation and vocational programs. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates. For performance-based contracts, revenues are recognized in the period when expenditures have been incurred or services have been performed in compliance with the respective contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Deferred revenue represents cash received in advance of services and will be recognized as the services are performed. Deferred revenue amounted to \$1,156,919 and \$1,082,588 as of September 30, 2016 and 2015, respectively.

Allowance for Doubtful Accounts

The carrying value of contributions and accounts receivable are reduced by an appropriate allowance for uncollectible accounts, and therefore approximates net realizable value. FEDCAP determines its allowance by considering a number of factors, including the length of time receivables are past due, FEDCAP's previous loss history, the donor's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Receivables outstanding longer than the payment terms are considered past due. FEDCAP writes off accounts receivables when they become uncollectible, and payments subsequently received on such receivables are recorded as income in the period received.

Inventories

Inventories, mainly consisting of distress marker light products and related components, are valued at the lower of cost or market. Cost is determined principally by the first-in, first-out method.

Fixed Assets

Fixed assets purchased for a value greater than \$1,000 and with depreciable lives greater than one year are carried at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful life of the respective asset and ranges from 3 to 40 years. Significant additions or improvements extending asset lives are capitalized; normal maintenance and repair costs are expensed as incurred. Leasehold improvements are amortized based on the lesser of the estimated useful life or remaining lease term.

Functional Allocation of Expenses

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

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide

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for commissions to be paid to these organizations in the range of 0.85% to 4% of the contract amount. Commissions paid relating to these contracts amounted to \$1,728,663 and \$1,797,201 for the years ended September 30, 2016 and 2015, respectively, and is included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

Fair Value of Financial Instruments

The fair value of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other liabilities approximates their carrying value due to their short-term maturities. The fair value of long-term debt approximates carrying value based on current interest rates for similar instruments.

Fair Value Measurements

FEDCAP follows guidance for fair value measurements that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. It maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the transparency of inputs as follows:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.
- Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities include investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.

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Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the entity. FEDCAP considers observable data to be that market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to FEDCAP's perceived risk of that instrument.

Beneficial Interest in Remainder Trusts

Donors have established and funded trusts held by third parties under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, FEDCAP will receive the assets remaining in the trusts. Trusts are recorded as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts. At September 30, 2016 and 2015, FEDCAP's interest in these trusts is reflected at fair value in the accompanying consolidated statements of financial position and is classified as Level 3 within the fair value hierarchy.

Impairment of Long-lived Assets

FEDCAP reviews the carrying values of its long-lived assets, including property and equipment and other assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset. If estimated future net cash flows are less than the carrying amount of the asset, the asset is considered impaired and an expense is recorded in an amount to reduce the carrying amount of the asset to its fair value.

Tax-Exempt Status

FRS, Wildcat, ReServe, CWS, ESNY, 1184, GP, and ESRI and follow guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

FRS, Wildcat, ReServe, CWS, ESNY, GP and ESRI are exempt from federal income tax under IRC section 501(c)(3), though they are subject to tax on income unrelated to their respective exempt purpose, unless that income is otherwise excluded by the Code. These organizations have processes presently in

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place to ensure the maintenance of their tax-exempt status; to identify and report unrelated income; to determine their filing and tax obligations in jurisdictions for which they have nexus; and to identify and evaluate other matters that may be considered tax positions. FRS, Wildcat ReServe, CWS, ESNY, GP and ESRI have determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

1184, a for-profit corporation, commenced business operations in May of 2016; the organization has not calculated a tax provision as the projected tax liability is immaterial from a financial statement perspective. In addition, 1184 has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

Reclassifications

Certain reclassifications were made to the 2015 consolidated financial statements to conform to the 2016 presentation. Such reclassifications did not change total assets, liabilities, revenues, expenses or changes in net assets as previously reflected in the 2015 consolidated financial statements.

3. CONTRIBUTIONS RECEIVABLE

At September 30, 2016 and 2015, contributions receivable, net of the allowance for doubtful accounts, consisted of the following:

	<u>2016</u>	<u>2015</u>
Amounts due within one year	\$ 656,133	\$ 1,418,225
Amounts due in one to five years	<u>500,000</u>	<u>1,030,000</u>
	1,156,133	2,448,225
Less: allowance for uncollectible receivables	<u>(115,000)</u>	<u>(115,000)</u>
	<u>\$ 1,041,133</u>	<u>\$ 2,333,225</u>

Approximately 89% and 65% of the contributions receivable (gross) are due from one donor at September 30, 2016 and 2015, respectively.

4. INVESTMENTS

Investments, at fair value, consisted of the following at September 30:

	<u>2016</u>	<u>2015</u>
Money market funds	\$ 10,492,741	\$ 16,219,963
Mutual funds	<u>6,852,332</u>	<u>706,843</u>
	<u>\$ 17,345,073</u>	<u>\$ 16,926,806</u>

FEDCAP's mutual fund investments are classified as Level 1 within the fair value hierarchy. FEDCAP's money market fund investments do not meet the definition of a security under US GAAP, and as such, the disclosure requirements for fair value measurements are not applicable.

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5. INVENTORIES

Inventories consisted of the following at September 30:

	<u>2016</u>	<u>2015</u>
Inventories:		
Raw materials	\$ 382,137	\$ 647,633
Work-in-process and finished goods	122,802	116,185
Reserve	(90,000)	(90,000)
	<u>\$ 414,939</u>	<u>\$ 673,818</u>

6. FIXED ASSETS, NET

Fixed assets, net, consisted of the following at September 30:

	<u>2016</u>	<u>2015</u>
Fixed assets:		
Land	\$ 1,017,809	\$ 1,229,105
Building improvements	498,951	787,308
Buildings	33,280,420	32,612,541
Capital lease - building	35,918,547	35,918,547
Furniture, fixtures and computer systems	9,023,535	7,206,700
Leasehold improvements	6,357,782	5,804,171
	<u>86,097,044</u>	<u>83,558,372</u>
Less: accumulated depreciation	<u>(10,241,874)</u>	<u>(6,559,420)</u>
	<u>\$ 75,855,170</u>	<u>\$ 76,998,952</u>

Depreciation and amortization expense for the years ended September 30, 2016 and 2015 was \$3,918,260 and \$3,318,960, respectively.

7. CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%.

FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547, representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within "Fixed assets, net" in the accompanying consolidated statements of financial position at September 30, 2016 and 2015. FRS occupied the condominium in December 2014 and recorded depreciation expense of \$1,238,571 and \$1,032,142 for fiscal 2016 and 2015, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, is \$36,564,980 and \$36,664,281, respectively.

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During fiscal 2015, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$22,074, principal and interest are paid monthly. As of September 30, 2016 and 2015, accumulated depreciation associated with this lease agreement is \$6,662 and \$2,207, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, is \$15,452 and \$19,866, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, CWS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$44,018, principal and interest are paid monthly. As of September 30, 2016 and 2015, accumulated depreciation associated with this lease agreement is \$12,893 and \$2,749, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, is \$31,125 and \$40,019, respectively. The maturity date is March 31, 2020 and the interest rate is fixed at 6.73%.

During fiscal 2015, ESNY obtained financing pursuant to a capital lease to finance vehicles in the amount of \$80,785, principal and interest are paid monthly. As of September 30, 2016 and 2015, the accumulated depreciation balance was \$19,922 and \$2,749, respectively. The outstanding principal balance on the lease as of September 30, 2016 and 2015, was \$60,863 and \$78,325, respectively. The maturity date is June 30, 2020 and the interest rate is fixed at 6.97%.

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2016:

Year Ending September 30,	
2017	\$ 1,663,775
2018	1,663,775
2019	1,663,775
2020	1,892,045
2021	1,937,699
Thereafter	<u>56,479,274</u>
Total minimum lease payments	65,300,343
Less: Amount representing interest	<u>(28,627,923)</u>
Present value of net minimum lease payments	<u>\$ 36,672,420</u>

8. REVOLVING LOANS

Israel Discount Bank of New York

FRS entered into a revolving loan agreement with Israel Discount Bank of New York ("IDB") to finance working capital needs with an aggregate principal amount not to exceed \$15,000,000. The line was collateralized by FRS's accounts receivable and matured on December 10, 2014. On December 10, 2014, FRS renewed the revolving loan agreement. On April 21, 2016, the revolving loan agreement was amended to mature on April 21, 2018. The interest rate for the revolving loan agreement is the Prime Rate. As of September 30, 2016 and 2015, FEDCAP had borrowings on this line of credit of \$13,453,272 and \$9,953,273, respectively, at an interest rate of 3.50% and 3.25%, respectively.

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RBS Citizens Bank, N.A.

On September 1, 2015, ESNY replaced its line of credit with RBS Citizens Bank, N.A with a \$3,500,000 revolving line of credit with FRS as the co-borrower after the transfer of sole membership to FRS (refer to Note 16). The line of credit's original maturity date of February 28, 2016 was extended on December 15, 2016 to mature on December 15, 2018 and the line was decreased to \$3,000,000. As part of the line of credit agreement between ESNY and RBS, FEDCAP must maintain a minimum balance with RBS of \$500,000, which is included within cash and cash equivalents in the accompanying consolidated statements of financial position at September 30, 2016 and 2015. As of September 30, 2016 and 2015, ESNY had borrowings on this line of credit of \$3,033,426 and \$2,513,357 at an interest rate of 2.77% and 2.45%, respectively.

9. LONG-TERM DEBT

Notes Payable

In conjunction with leasing space for a program operated in the Bronx, New York, FRS borrowed \$220,000 during fiscal 2012 from the landlord, LMKW L.P., for the costs to build out the space. This loan is being repaid over a period of six years at an interest rate of 5%. As of September 30, 2016 and 2015, the principal balance outstanding was \$55,544 and \$67,070, respectively.

On January 1, 2013, CWS borrowed \$219,181 from the Georgianna Goddard Eaton Memorial Fund ("Eaton Fund"), a related party, to fund leasehold improvements. Under the terms of the note, payments, including interest at a rate of 3%, are due on a monthly basis commencing on April 1, 2013 and ending on January 1, 2017. At September 30, 2016 and 2015, the principal balance outstanding was \$28,989 and \$85,419, respectively.

On September 15, 2014, ESNY entered into a \$63,045 note payable to finance the purchase of computers. The interest rate charged on the outstanding borrowings is fixed at a rate equal to 3.15%. Monthly principal and interest payments of \$1,841 commenced November 2014 and in October 2017 all remaining outstanding principal and interest are due. The note is secured by the computers. At September 30, 2016 and 2015, the principal balance outstanding was \$21,475 and \$44,219, respectively.

On December 5, 2014, ESNY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The note was secured by the property and, after the transfer of sole membership from Easter Seals New Hampshire, is guaranteed by FRS. The interest rate is 3.66% for the first 60 months then, as of the first day of the sixty-first month, the interest rate will reset to 1.75% in excess of the then bank's five-year Cost of Funds. In no event shall the reset rate be less than 3.66%. Principal and interest of \$9,153 is payable monthly through the maturity date of January 1, 2025. At September 30, 2016 and 2015, the outstanding principal balance was \$1,914,257 and \$1,955,422, respectively.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033.

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The Series A bonds were placed with IDB and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2016 and 2015. At September 30, 2016 and 2015, the outstanding principal balance of the Series 2013A bonds was \$17,995,000 and \$18,450,000, respectively.

In December 2010, ESNY in connection with the Monroe County Industrial Development Corporation and RBS Citizens Bank, N.A. issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds ("Series 2010"). The Series 2010 bonds were used to finance the acquisition of certain property located in Irondequoit, New York and to refinance certain ESNY debt. The Series 2010 bonds are secured by a mortgage on all properties and improvements financed by the bond and, after the transfer of sole membership of ESNY from Easter Seals New Hampshire, are guaranteed by FRS. ESNY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee as defined in the agreement. The agreement also requires bank approval prior to ESNY incurring additional indebtedness. The Series 2010 bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016 and thereafter every five years through June 1, 2036. At September 30, 2016 and 2015, the outstanding principal balance of the Series 2010 bonds was \$4,683,050 and \$4,834,502, respectively.

On February 23, 2011, ESNY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 and \$4,792,110 at September 30, 2016 and 2015, respectively. The outstanding notional amount decreases, in conjunction with bond principal reductions, until the agreement terminates in January 2031. ESNY remits interest at fixed rate of 2.99% and receives interest at a variable rate ((68% of the sum of the monthly LIBOR rate plus 2.65% (1.93% and 1.92% at September 30, 2016 and 2015, respectively)). The fair value of the interest rate swap agreement as of September 30, 2016 and 2015 reflected a liability of \$977,731 and \$816,322, respectively. The swap is included within other liabilities in the accompanying consolidated statement of financial position, and is classified as Level 2 within the fair value hierarchy.

The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2016:

	<u>Notes Payable</u>	<u>Bonds Payable</u>	<u>Total</u>
Year Ending September 30,			
2017	\$ 145,475	\$ 609,520	\$ 754,995
2018	40,950	633,450	674,400
2019	42,496	657,500	699,996
2020	43,916	681,670	725,586
2021	45,765	731,050	776,815
Thereafter	1,701,663	19,364,860	21,066,523
Total	<u>\$ 2,020,265</u>	<u>\$ 22,678,050</u>	<u>24,698,315</u>
Less current portion			<u>754,995</u>
Long-term debt, net of current portion			<u>\$ 23,943,320</u>

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10. ADVANCE FROM GOVERNMENT AGENCY

On August 1, 2012, FRS entered in a contract with New York City Human Resources Agency (“HRA”) to operate HRA’s WeCare program in the Boroughs of Brooklyn and Queens. Under the terms of the contract, HRA made an advance of \$4,689,872 to FRS, for working capital purposes. This advance is non-interest bearing and will be recouped during the course of the contract in accordance with HRA policy, but no later than the last year of the contract (i.e., July 31, 2015). At September 30, 2014, the advance from government agency was \$2,629,782, and in accordance with the agreement terms, the remaining balance was paid in fiscal 2015. The contract was renewed for an addition 2-year period, and on July 13, 2015, HRA made another advance of \$1,800,000 for working capital purposes. This advance was non-interest bearing and was be recouped during the course of the contract in accordance with HRA policy beginning January 2016, but no later than July of 2016. At September 30, 2016 and September 30, 2015, the advance from government agency was \$0 and \$1,800,000 respectively.

11. COMMITMENTS AND CONTINGENCIES

FEDCAP has leases for offices, program related facilities, and equipment expiring at various dates through 2032. The approximate future minimum lease commitments under existing operating leases are as follows:

Year Ending September 30,	
2017	\$ 8,830,079
2018	7,620,584
2019	3,184,716
2020	1,111,473
2021	821,935
Thereafter	<u>4,483,020</u>
Total	<u>\$ 26,051,807</u>

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$1,161,996 and \$870,055 at September 30, 2016 and 2015, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$10,118,415 and \$7,893,410 for the years ended September 30, 2016 and 2015, respectively.

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CWS sublets a portion of its facilities to tenants under operating leases that expire between April 2017 and May 2020. For the years ended September 30, 2016 and 2015, rental income from these subleases was \$324,857 and \$285,957, respectively. The future minimum sublease rental payments to be received are as follows:

Year Ending September 30,	
2017	\$ 236,756
2018	160,000
2019	170,000
2020	<u>43,125</u>
Total	<u>\$ 609,881</u>

FEDCAP is engaged in various lawsuits incidental to its operations. In the opinion of management, the ultimate outcome of pending litigation will not have a material adverse effect on the consolidated financial position and results of operations of FEDCAP.

FEDCAP participates in a number of federal and state programs. These programs require that FEDCAP comply with certain requirements of laws, regulations, contracts, and agreements applicable to the programs in which it participates. All funds expended in connection with government grants and contracts are subject to audit by government agencies. While the ultimate liability, if any, from such audits of government contracts by government agencies is presently not determinable, it should not, in the opinion of management, have a material effect on FEDCAP's financial position or change in net assets. Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

12. TUITION REVENUE

FRS receives funding for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income, which equaled net tuition income, was \$1,158,080 and \$1,049,705 for the years ended September 30, 2016 and 2015, respectively, and has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities.

13. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets were restricted for the following purposes as of September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
For use in future periods for:		
Employment and job search programs	\$ 413,139	\$ 693,049
Time restricted	<u>1,156,133</u>	<u>1,482,043</u>
Total	<u>\$ 1,569,272</u>	<u>\$ 2,175,092</u>

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Net assets released from restrictions during the years ended September 30, 2016 and 2015 were as follows:

	<u>2016</u>	<u>2015</u>
Employment and job search programs	\$ 745,820	\$ 572,503

14. RELATED PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP are associated with a law firm that has provided legal services to FEDCAP with fees of \$285,776 and \$176,548 during the years ended September 30, 2016 and 2015, respectively.

A CWS Board member is a trustee of the Eaton Fund, the holder of the CWS promissory note (refer to Note 9). CWS also leases its facilities from the Eaton Fund. Rent paid to Eaton Fund for the years ended September 30, 2016 and 2015 was \$129,996.

15. EMPLOYEE BENEFIT PLANS

Effective January 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employee voluntary salary reduction contributions. Employees are eligible to participate in the plan as of their employment date.

Effective October 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the Internal Revenue Code for employees working on government contracts with a defined contribution pension plan based on a contractual formula. Employees are eligible to participate in the plan upon satisfactory completion of a three-month probationary period.

Effective October 1, 1994, FEDCAP established a Defined Contribution Plan under Section 403(b) of the Internal Revenue Code for qualified participants, primarily employees who do not work on contracts. In November 1, 2010, the Defined Contribution Plan was amended to allow all employees to participate in the plan immediately upon hire. FEDCAP matches employee contributions up to 3% of their salaries. Employer matching contributions fully vest after three years of employment.

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plan amounted to \$6,492,132 and \$5,491,104 for the years ended September 30, 2016 and 2015, respectively.

16. ACQUISITION

Effective September 1, 2015, FEDCAP acquired and became the sole member of ESNY. The determination to acquire ESNY was predicated on the similarities in mission. ESNY's mission is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities. This acquisition was effected without the transfer of consideration, and as such an inherent contribution of \$463,280 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

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The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$ 812,974
Investments	738,949
Accounts receivable, net	2,385,468
Contributions receivable	906,326
Prepaid expenses and other assets	171,582
Inventory	8,803
Beneficial interest in trust	501,660
Other assets	166,330
Fixed assets	7,966,157
Accounts payable and accrued expenses	(1,885,181)
Deferred revenue	(590,136)
Current portion of long term- debt	(44,219)
Revolving loan	(3,101,513)
Other liabilities	(737,503)
Capital lease obligation	(78,235)
Long term notes and mortgage payable	(6,758,182)
	<u>\$ 463,280</u>

Effective September 1, 2016, FEDCAP acquired and became the sole member of ESRI. The determination to acquire ESRI was predicated on the similarities in mission. ESRI's mission is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities. This acquisition was effected without the transfer of consideration, and as such an inherent contribution of \$68,889 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$ 500
Investments	5,520
Prepaid expenses and other assets	11,290
Beneficial interest in trust	35,760
Fixed assets	23,038
Accounts payable and accrued expenses	(7,219)
	<u>\$ 68,889</u>

Effective May 1, 2016, FEDCAP acquired and became the sole member of Granite Pathways. The determination to acquire Granite Pathways was predicated on the similarities in mission. Granite Pathways' mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships. This acquisition

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

was effected without the transfer of consideration, and as such an inherent contribution of \$9,841 was recognized, which represented the excess of the acquisition date fair values of the identifiable assets acquired over the acquisition date fair values of the liabilities assumed.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition:

Cash and cash equivalents	\$	9,702
Accounts receivable, net		274
Accounts payable and accrued expenses		(135)
	\$	<u>9,841</u>

On May 1, 2016, a Red Mango franchise was donated to ESNY, incorporated as 1184 Deer Park Ave., Inc. ("1184"). The entity is currently managed as a for-profit corporation, but may be repurposed as a social enterprise to include a training center and employment opportunities for Veterans.

This acquisition was effected without the transfer of consideration and as such an inherent contribution of \$123,650 was recognized, which represented the acquisition date fair values of the identifiable assets acquired, there was no assumption of liabilities. Identifiable assets acquired comprised solely of equipment.

17. CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 21% and 28% of total revenues during the years ended September 30, 2016 and 2015, respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 10% and 12% of total revenues during the years ended September 30, 2016 and 2015, respectively. FEDCAP provides homecare services to one customer comprising 2% of total revenues during the years ended September 30, 2016 and 2015, respectively.

Financial instruments that potentially subject FEDCAP to concentrations of credit and market risk consist principally of cash and cash equivalents on deposit with financial institutions, which from time to time may exceed the Federal Deposit Insurance Corporation ("FDIC") limit. Management does not believe that a significant risk of loss exists due to the failure of a financial institution.

18. SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2016 consolidated financial statements for subsequent events through March 6, 2017, the date the consolidated financial statements were available for issuance. Except as discussed in Note 8, above, and the subsequent paragraphs, FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements.

On November 1, 2016, GP entered into a combination agreement with Seacoast Pathways, Inc to become its sole member. The determination to acquire Seacoast Pathways, Inc. was predicated on the similarities in mission and a geographic expansion of services in the New England Region. The mission of Seacoast Pathways is to support adults living with mental illness on their paths to recovery through the work-ordered day.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements
September 30, 2016 and 2015

On February 1, 2017, FRS entered into a combination agreement with Single Stop USA, Inc to become its sole member. The determination to acquire Single Stop USA, Inc. was predicated on the similarities in mission. Single Stop provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency.

SUPPLEMENTARY INFORMATION

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Schedule of Financial Position
As of September 30, 2016

	Fedcap Rehabilitation Services, Inc.	Wildcat Services Corporation	Reserve	Community Work Service	Easter Seeds, N	Granite Pathways	Red Mango	Easter Seeds RI	Eliminations	Consolidated
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ 9,326,202	\$ 186,544	\$ 47,600	\$ 571,871	\$ 667,776	\$ 19,116	\$ 149,567	\$ 560	\$ -	\$ 10,989,236
Accounts receivable, net of allowance for doubtful accounts of approximately \$2,080,000 in 2016 and \$2,019,000 in 2015	24,657,100	2,674,155	913,626	469,516	4,545,174	128,971	-	53,081	-	33,441,617
Intercompany accounts receivable	8,463,752	-	-	-	-	-	-	-	(8,463,752)	-
Contributions receivable, net of allowance for uncollectible contributions of approximately \$115,000 in 2016 and 2015	1,018,882	-	750	330	21,151	-	-	-	-	1,041,133
Inventory, net	365,906	-	-	11,851	7,992	-	-	-	-	414,659
Prepaid expenses and other assets	2,232,565	14,916	855	3,438	562,353	1,750	-	10,600	-	2,820,489
Total current assets	40,095,967	2,875,615	982,897	1,057,020	5,894,446	149,831	149,567	64,196	(8,463,752)	48,695,411
Investments	16,378,155	-	230,695	-	730,792	-	-	5321	-	17,345,073
Fixed assets, net	67,345,274	10,265	34,274	478,771	7,703,118	137,333	123,650	22,485	-	75,855,177
Intangible assets	21,750	-	-	-	501,690	-	-	36,441	-	21,750
Beneficial interest in remainder trust	37,811	-	-	-	2,100	-	-	-	-	575,912
Other assets	572,926	-	-	-	-	-	-	64,447	-	575,026
Total assets	84,355,919	10,265	264,969	478,771	8,957,589	137,333	123,650	64,447	-	94,372,925
	\$ 130,446,917	\$ 2,885,880	\$ 1,227,866	\$ 1,335,791	\$ 14,742,026	\$ 287,164	\$ 273,217	\$ 128,637	\$ (8,463,752)	\$ 143,666,336
LIABILITIES AND NET ASSETS										
CURRENT LIABILITIES										
Accounts payable and accrued liabilities	\$ 24,735,414	\$ 259,517	\$ 2,497	\$ 295,189	\$ 1,258,455	\$ 15,299	\$ -	\$ 7,219	\$ -	\$ 26,530,666
Intercompany payable	3,567,141	-	1,589,662	917,475	1,971,363	171,849	156,665	89,677	(8,463,752)	-
Deferred revenues	382,442	38,246	23,666	8,676	763,991	-	-	-	-	1,136,919
Advance from government agencies	-	-	-	-	-	-	-	-	-	-
Current portion of long term debt	530,544	-	-	28,989	195,462	-	-	-	-	754,095
Total current liabilities	25,646,460	3,844,868	1,616,226	1,248,329	4,109,191	187,148	156,665	96,896	(8,463,752)	28,441,914
LONG-TERM LIABILITIES										
Obligations under capital leases	36,586,431	-	-	31,125	60,864	-	-	-	-	36,672,420
Long-term debt, net of current portion	17,520,090	-	-	-	6,423,326	-	-	-	-	23,943,326
Revolving loans	13,453,272	-	-	-	3,653,426	-	-	-	-	16,486,698
Other liabilities	1,173,827	-	-	20,833	697,189	-	-	-	-	2,191,849
Total liabilities	94,373,930	3,844,868	1,616,226	1,300,287	14,623,989	187,148	156,665	96,896	(8,463,752)	107,736,201
NET ASSETS										
Unrestricted	34,768,272	659,618	1,965,442	227,736	693,422	160,616	116,552	31,741	-	33,176,435
Temporarily restricted	1,316,305	-	42,079	219,888	-	-	-	-	-	1,599,272
Permanently restricted	30,975,577	655,018	1,388,363	7,768	501,669	100,616	116,552	31,741	-	33,330,135
Total net assets	130,446,917	2,885,880	1,227,866	1,335,791	14,742,026	287,164	273,217	128,637	(8,463,752)	143,666,336

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidating Schedule of Activities:
For the year ended September 30, 2016

	Unrestricted								
	Fedcap Rehabilitation Services, Inc.	Wildcat Services Corporation	ReServe	Community Work Services	Easter Seals New York	Granite Pathways	Red Mango	Easter Seals Rhode Island	Consolidated
REVENUES									
Contract services and products	\$ 63,694,468	\$ 7,418,081	\$ -	\$ 1,066,009	\$ -	\$ -	\$ 169,570	\$ -	\$ 102,312,128
Rehabilitation and vocational programs	81,670,495	1,758,623	4,280,802	3,808,639	28,685,196	179,279	-	53,084	123,436,118
Contributions and grants	944,257	-	154,932	708,267	1,451,506	153,118	-	4,146	3,416,316
Inherent Contribution	-	-	-	-	-	9,841	-	-	292,380
Interest Income	122,888	-	500	339	980	-	-	-	124,717
Miscellaneous revenue	1,972,579	-	-	-	124,804	-	-	-	1,797,383
Net assets released from restrictions	540,563	-	79,691	66,094	65,472	-	-	-	745,820
Total revenues	178,615,250	9,176,704	4,516,015	5,637,348	30,327,968	342,238	293,220	126,119	229,034,862
EXPENSES									
Program services									
Contract services and products	83,569,700	5,979,051	-	1,346,252	12,883	-	176,668	-	91,986,554
Rehabilitation and Vocational programs	69,969,660	1,789,578	4,087,098	3,923,512	26,675,395	242,222	-	75,774	105,862,539
Supporting services	153,538,260	2,768,629	4,087,098	4,271,764	36,688,178	242,222	176,668	75,774	196,849,093
Management and general Development	23,875,234	1,106,637	758,753	1,367,821	2,398,047	-	-	27	29,504,519
	407,469	-	-	57,730	1,192,805	-	-	18,577	1,676,578
	24,282,700	1,106,637	758,753	1,425,551	3,590,852	-	-	18,604	31,181,097
Total expenses	177,819,460	8,875,266	4,845,851	5,697,315	30,279,630	242,222	176,668	94,378	228,030,190
Change in net assets - Unrestricted	795,790	301,438	(329,836)	(50,967)	48,938	100,016	116,552	31,741	1,004,672
Net assets at beginning of year - Unrestricted	33,972,482	(1,266,456)	(175,696)	287,703	(652,360)	-	-	-	32,171,763
Net assets at end of year - Unrestricted	\$ 34,768,272	\$ (959,018)	\$ (505,442)	\$ 227,736	\$ (603,422)	\$ 100,016	\$ 116,552	\$ 31,741	\$ 33,176,435
REVENUES									
Temporarily Restricted									
Contributions and grants	\$ -	\$ -	\$ 90,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 140,000
Net assets released from restrictions	(540,563)	-	(79,691)	(66,094)	(65,472)	-	-	-	(745,820)
Total revenues	(540,563)	-	10,309	(66,094)	(15,472)	-	-	-	(605,820)
Change in net assets - Temporarily Restricted	(540,563)	-	10,309	(66,094)	(15,472)	-	-	-	(605,820)
Net assets at beginning of year - Temporarily Restricted	1,847,868	-	31,776	60,094	235,360	-	-	-	2,175,092
Net assets at end of year - Temporarily Restricted	\$ 1,307,305	\$ -	\$ 42,079	\$ -	\$ 219,888	\$ -	\$ -	\$ -	\$ 1,569,272

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDCAP REHABILITATION SERVICES, INC. AND SUBSIDIARIES
Consolidated Schedule of Functional Expenses

For the year ended September 30, 2016 (with comparative totals for the year ended September 30, 2015)

	Program Services			Supporting Services			2015	
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	Total Expenses	Total Expenses
Salaries and related expenses	\$ 62,472,043	\$ 64,699,672	\$ 127,171,715	\$ 13,305,571	\$ 548,937	\$ 13,854,508	\$ 141,026,223	\$ 98,596,857
Professional fees	88,039	3,172,241	3,260,283	2,730,162	118,227	2,848,389	6,108,672	2,946,116
Professional development and evaluation	31,287	497,833	529,120	66,370	17,509	83,879	612,999	354,221
Materials and supplies	4,818,219	1,345,536	6,163,755	271,163	69,825	340,988	6,504,743	5,561,003
Commissions	2,550,631	-	2,550,631	-	-	-	2,550,631	2,851,156
Telephone	137,463	551,903	689,366	571,165	13,905	585,070	1,274,436	532,692
Postage and shipping	867,968	174,743	1,042,711	152,700	4,083	156,783	1,199,494	1,167,836
Insurance	1,165,185	776,839	1,936,024	675,994	2,486	678,480	2,614,504	1,481,855
Occupancy costs	293,812	12,457,302	12,751,114	840,604	51,048	891,652	13,642,766	11,597,130
Equipment rental and maintenance	361,995	290,220	652,215	233,338	4,434	237,772	889,987	908,295
Equipment purchases	245,883	64,505	310,388	19,769	400	20,169	330,557	916,906
Client transportation and travel	211,300	3,817,503	4,028,803	581,664	21,773	603,437	4,632,240	3,297,476
Subscription and printing	61,725	36,171	97,896	118,184	38,866	157,050	254,946	143,066
Technology	121,860	725,665	847,525	1,587,013	16,738	1,603,751	2,451,276	2,668,360
Interest expense and bank charges	138	32,062	32,200	3,444,176	114	3,444,290	3,476,490	2,716,860
Bad debt provision (recovery)	-	102,377	102,377	943,999	-	943,999	1,046,376	(206,665)
Subcontractor expense	16,967,218	10,184,819	27,152,037	39,767	-	39,767	27,191,804	28,438,117
Stipends	138	4,336,265	4,336,403	85,598	6,845	92,443	4,428,846	4,309,753
Security guard expense	2,376	684,253	686,629	63,729	-	63,729	750,358	447,368
Other	433,246	1,177,447	1,610,693	755,463	758,426	1,513,889	3,124,582	1,660,235
Total expenses before depreciation and amortization	90,830,526	105,121,359	195,951,885	26,486,429	1,673,616	28,160,045	224,111,930	170,388,637
Depreciation and amortization	156,028	741,180	897,208	3,018,090	2,962	3,021,052	3,918,260	3,318,960
Total expenses	\$ 90,986,554	\$ 105,862,539	\$ 196,849,093	\$ 29,504,519	\$ 1,676,578	\$ 31,181,097	\$ 228,030,190	\$ 173,707,597

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.



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GRANITE PATHWAYS BOARD MEMBERS

1/12/18

William Rider – Interim Chair

[REDACTED]
Concord, NH 03301

Board Member since: 9/15/2009

[REDACTED]
Greater Manchester Mental Health

Lynne Westaway - Treasurer

[REDACTED]
Board member since: 8/2011

[REDACTED]
Employed: Howe, Riley & Howe

Debora Jameson

[REDACTED]
Board member since: 3/26/2013

[REDACTED]
Employed: Daniel Webster College

Ellen Malloy – Secretary

[REDACTED]
Board Member since: 4/22/2009

[REDACTED]
NAMI volunteer

PATRICIA M. REED
NEW HAMPSHIRE STATE DIRECTOR

QUALIFICATIONS

Demonstrated executive with more than 30 years' experience serving individuals with disabilities in children and youth services, addiction services, and residential treatment programs

EXPERIENCE

2018 New Hampshire State Director, Fedcap Rehabilitation Services, Inc., Manchester, NH

- Responsible for overall program management, program expansion and development, fiscal integrity, quality compliance and external relationships in New Hampshire for Granite Pathways, Inc.

2017 to 2018 Consultant

- Provide system analysis and consultation for a variety of entities providing services to individuals with intellectual and other developmental disabilities and behavioral health needs
- Led three NH regional agencies serving this population to plan for youth with challenging behaviors to receive adult services to meet their needs in a community based context

2015 to 2017 Vice President and Chief Operating Officer, Lakeview Management, Inc., Austin TX

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2015 Executive Director, Lakeview Neurorehabilitation Center, Inc., Effingham, NH

- Responsible to provide program and operations consultation and support to Lakeview Specialty Hospital and Rehabilitation Center in Waterford, WI
- Directed to develop relationships with funders and providers in other states to pursue program development to most effectively utilize Lakeview's resources
- Represented the company in all matters for New England, New Jersey and Pennsylvania

2014 to 2015 Children's Director, NH Bureau of Behavioral Health, Concord, NH

- Responsible to provide leadership in planning and development of the state children's behavioral health system, act as liaison between CMHC Children's programs and the state office for program and client specific information exchange and problem solving
- Provided support to implement statewide initiatives
- Represented the Department of Health and Human Service on the Children's Behavioral Health Collaborative Executive Committee, Steering Committee and various workgroups
- Co-coordinated the Safe Schools/Health Students grant with the Department of Education

2011 to 2014 Project Director, Health Profession Opportunity Project, NH Office of Minority Health and Refugee Affairs, Concord, NH

- Directed and implemented a five-year, \$12 million-dollar healthcare workforce development grant to recruit, train and place low income individuals in healthcare jobs
- Developed RFP's, negotiated and managed contracts, and monitored grant and contractor budgets
- Worked closely with regional health care providers to understand their workforce needs; partnered with educational programs and other community groups to ensure that the individuals are well prepared to meet employer expectations for technical and soft skills
- Provided leadership and direction to develop innovative strategies to overcome system based barriers to education, training and self-sufficiency for NH citizens
- Collaborated with other NH workforce programs to efficiently use available resources to achieve shared employment goals

2002 to 2010 Senior Director of Clinical Services, Easter Seals of NH, Manchester, NH

- Provided leadership and oversight for the design, organization and delivery of clinical services for Easter Seals NH, including the development of Autism Services, an adolescent program for dual disorder treatment, residential DBT program and management of a residential treatment program for adults with substance abuse issues
- Provided oversight for the DCYF Administrative Case Review contract
- Developed and monitored budgets for programs
- Worked collaboratively with Easter Seals Development to write federal, state, and foundation grants, progress reports and budget monitoring
- Developed relationships with funders and providers in NH and other states to pursue program development and effective treatment and services for individuals and families

EDUCATION

- Boston College, Chestnut Hill, MA: Graduate School of Arts and Science Department of Sociology (Four Year Doctoral Work)
- B.A. Norte Dame College, Manchester, NH Major- Behavioral Science/ Minor- English Summa Cum Laude, Dean's List

RESEARCH EXPERIENCE

Contracted to assist staff and clients on three community based residential facilities in the development of client self-government programs through participant observation and didactics. Responsible for both training and evaluation. Sites included Seacoast Mental Health Center- Portsmouth, NH and Greater Manchester Mental Health Center- Manchester, NH. Responsible for leading the research design, data collection and reporting for the evaluation of a partial Hospital Program. The primary methodology was intensive interviewing.

Doreen Shockley

Summary of Skills and Qualifications

- Well organized, innovative and intensely motivated with ability to set priorities and allocate limited resources
- Skilled at managing communications and complex relationships with multiple stakeholders who have varying priorities and professional competencies
- Proficient in conducting gaps analyses and identify opportunities for capacity building

Professional Experience

GRANITE PATHWAYS – Concord, NH

Director of Programs and Services: February 2017 - Present

Responsible for overseeing program implementation, overall performance evaluation, and program budgets. Manage and organize documentation and reporting for any procurement processes, program compliance reports, and program metrics.

- Oversee a range of programs ensuring strong program implementation from a higher level of planning, execution, performance evaluation, and strategic growth management
- Ensure targeted program goals and outcome measures are being met by
- Ensure all staff executes requirements consistently with contract/policy
- Build partnerships, develop and ensure Memorandums of Understanding are executed with appropriate organizations across the state
- Participate in maintaining an up to date staffing plan including any recruitment, hiring, or on-boarding of new staff.
- Direct liaison to the State Bureau of Drug and Alcohol Services; Continuum of Care Network, and other assigned statewide stakeholder groups
- From a high level, analyze performance metrics and steer strategy and operations towards innovation for seamless care, targeted outcomes, and long-term sustainability
- Regular monitoring and identification of national, state, and local grant opportunities

HARBOR HOMES, INC. – Nashua, NH

Project Director: Peer Recovery Support Services (PRSS) facilitating organization (FO) contract

June 2016 – April 2017

Responsible for completion of an environmental scan in the state of New Hampshire to identify the readiness of PRSS for accreditation by the Council on Accreditation of Peer Recovery Services (CAPRSS) in Recovery Community Organizations (RCO).

- Subcontracting with at least 5 organizations that are the “most ready” for CAPRSS accreditation
- Assist each organization with the CAPRSS accreditation process
- Provide technical assistance to contracted RCOs to enroll in Medicaid upon the establishment of a Peer Recovery Program provider type by the New Hampshire Medicaid Program based on Federal Center for Medicaid and Medicare Services (CMS) and other federal and state requirements
- Determine the RCOs ability to establish a recovery center
- Develop individual RCO training, technical assistance and back office functional support
- Provide ongoing back office functions as needed (HR, financial, billing, etc.)
- Encourage communication and cooperation among RCOs through a “community of practice”
- Assist RCOs to engage with Regional Public Health Network continuum of care development work

UNIVERSITY OF SOUTH FLORIDA – Tampa, FL (2000-2016)

USF Health Morsani College of Medicine Department of Psychiatry and Behavioral Neurosciences

Departmental Administrator

June 2014 – June 2016

Serve as the primary administrative liaison between the College of Medicine Department of Psychiatry and all other affiliations

Doreen Shockley

[REDACTED]
[REDACTED]
[REDACTED]

within and outside of the University. Responsibilities include developing and recommending priorities and alternative strategies for the department Chair to attain clinical, educational and research objectives. Evaluate the departmental financial, human resources, facility, equipment and administrative capabilities in compliance with Federal, State, University, University Medical Services Association (UMSA) and Medical Services Support Corporation (MSSC) rules and regulations.

- Coordinate all financial activities within the department,
- Prepare and present the departmental all source budget (over \$10 million) to Dean's Office,
- Monitor and safeguard compliance of each cost center within the department,
- Manage the recruitment of faculty and staff,
- Responsible for personnel management of department staff including recruiting, interviewing, hiring, training, evaluating, counseling, disciplining and terminating employees (20+ faculty and 40+ staff),
- Assist faculty in finding, applying, obtaining and administering sponsored research awards (federal, state and privately sponsored),
- Identify inefficiencies to streamline and improve business processes while reducing overall costs,
- Meet regularly with faculty and non-faculty clinical providers to review financial status; provide encouraging feedback for positive financial contribution and recommend techniques to improve negative financial contribution to overall department,
- Develop and implement communication to all faculty and staff to confirm all are informed,
- Monitor procedural billing codes and compare to local, state and national benchmarks,
- Develop practice support guidelines to facilitate improved efficiency, patient care and customer satisfaction, and
- Monitor scheduling, missed appointments, gross slots available, used/vacant slots, clinical changes/cancellations, payer mix, charge capture, timely charge entry and other parameters to maximize utilization and reimbursements.

University of South Florida Health Morsani College of Medicine Business Office

Assistant Director

September 2012 – June 2014

Responsibilities included providing the USF Health College of Medicine nineteen departments support with all financial questions for all funding sources.

- Responsible for all compliance matters for USF Health related to procurement and other audit related issues for all funding sources,
- Completed the annual financial accreditation report for the USF College of Medicine Liaison Committee on Medical Education (LCME) for FY 2012 requiring coordination and collaboration with nineteen departments within the College of Medicine
- Worked very closely with departments on all research related matters including the administration of clinical trials,
- Cooperated with central offices at USF, UMSA/MSSC, Research Foundation and USF Foundation on financial matters that crossed entities,
- Served on the USF Expenditure Policy Committee as the USF Health Representative overseeing financial matters and USF business processes that relate to purchasing, accounts payable, PCard and Property matters for all funding sources.

Research Financial Management

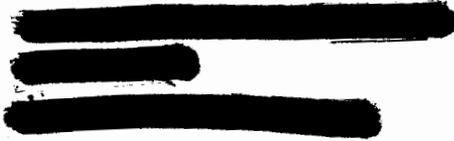
August 2000 – September 2012

University Assistant Controller/Accounting Manager

October 2011 to September 2012/September 2007 – October 2011

- Training and managing a team of three lead grant financial administrators and eleven grant financial administrators,
- Responsible for the financial set up in USF system of record and administration of all sponsored awards at the university,
- Assisting with the preparation of site visits as well as being available during site visits,

Doreen Shockley



- Oversaw all aspects of the daily financial administration to ensure compliance with federal, state, sponsor and USF guidelines, regulations and policies,
- Developed and implemented business processes to ensure consistency, accuracy and efficiency while safeguarding all stakeholders were made aware.

Lead Grant Financial Administrator

January 2006 September 2007

Grant Financial Administrator

April 2003 - January 2006

Senior Accountant

August 2000 - April 2003

Education

- University of South Florida, Master of Arts, *Rehabilitation and Mental Health Counseling*, in progress
- University of South Florida, Master of Arts, *Gerontology*, 2015
- University of South Florida, Bachelors of Arts, *Gerontology*, 2011

Technical Knowledge

MS Office Suite including, Excel, PowerPoint, Word

Adobe

Social media platforms

QuickBooks accounting software

Proficient at rapidly learning system specific databases and software. (Historical knowledge with University of South Florida databases including PeopleSoft/Oracle, Finance Mart, CODA, Budgets +, FAIR/FAR, PERT and USF Foundation Financial Data Bases).

Committees/Awards:

USF Expenditure Policy Committee 2012-2014

Presenter at National Council of University Administrators (NCURA) March 2011

USF PeopleSoft Super User 2004-2010

USF The Research Administration Improvement Network (TRAIN) Award 2009

USF Departmental Business Standardized Process Group 2008-2009

USF Outstanding Staff of the Year Award 2007

USF Quiet Quality Award 2005

USF Core Lead for financial PeopleSoft transition in July 2003 (2000-2004)

References:

Carol Furlong, Vice President of Operations, Harbor Homes, Inc. 45 High Street, Nashua, NH 03060, (603) 459-9587, c.furlong@nhpartnership.org

Jennifer Condon, Controller and Assistant Vice President for Business and Finance, University of South Florida, 4202 East Fowler Avenue, ALN147, Tampa, Florida 33620 (813)974-6066, jcondon@usf.edu.

Glenn Currier, MD, MPH, Professor and Chair Psychiatry and Behavioral Neurosciences, University of South Florida, 3515 E. Fletcher Avenue, MDC14, Tampa, Florida 33620 (813)974-4657, gcurrier@health.usf.edu.

Kailie Shaw, MD, Emeritus Professor, Psychiatry and Behavioral Neurosciences, University of South Florida, 3515 E. Fletcher Avenue, MDC14, Tampa, Florida 33620 (813)974-2805, kshaw@health.usf.edu.

DONNA KEEFE

EDUCATION | Trinity High School, Manchester, NH
Springfield College – BS Human Services/Administration
Recovery Coach Academy & Training of Trainers – certified

EXPERIENCE | **12/1/2015 – Present**

DIRECTOR OF NEW INITIATIVES – GRANITE PATHWAYS NH

Granite Pathways is a subsidiary of Fedcap. As the Director of New Initiatives, I manage the local day to day infrastructure and work with referring agencies to identify, develop and maintain relationships pertaining to billing, community relations and development. I was also instrumental in the startup of 2 programs, Safe Harbor Recovery Center and Regional Access Point of Services, both in NH.

9/2013 – 12/1/2015

NE DIRECTOR OF ADMISSIONS & CLIENT SERVICES FEDCAP REHABILITATION SERVICES

As the NE Director of Admissions & Client Services, I supervised the admissions process throughout the Fedcap NE regions working with all the referring agencies to identify, develop and maintain relationships pertaining to billing & client services. In this role, I worked in RI to systematically manage the federally mandated Interim Settlement Agreement that shut down segregated workshops for the DD population. The Fedcap team in RI developed programs and systems to train the IDD population to be gainfully employed in the community. This effort is nationally recognized as Fedcap continues to educate other national agencies via our RI, National Center Institute for System Improvement seminars available on the Fedcap website.

1995 – 2013

DIRECTOR OF ADMISSIONS EASTER SEALS NH, ME, NY, VT

As Director of Admissions for the Adolescent Residential/Educational Psychiatric & Neurobehavioral Programs I was responsible for the admissions and transitions process within the continuum of care programs as well as the final discharges from Easter Seals. I managed referrals from various states and agencies where I applied knowledge of differing state and agency placement requirements/laws. In addition to working with families I managed the monthly billing, file retention, census/wait list for 6 satellite intensive residential group homes and over 75 foster homes. I implemented many systems to manage the complex admission/discharge process.

1992 – 1995

City of Manchester NH School Department

Served as a liaison between team members – parents, teachers, administrators and students. I was responsible to implement behavior plans/procedures to transition special education students back into the traditional classroom from an alternative/self-contained classroom. I also worked closely and supported low income families through the IEP process at the inner city schools.

1988-1992

SERESC – BIRCHWOOD HIGH SCHOOL

Aided in developing class curriculums in this alternative setting for the Seriously Emotionally Disturbed students. Taught classes under supervision of teacher, organized field trips and participated in all goal oriented programs working 1:1 with the students if needed.

| AWARDS/RECOGNITIONS/Trainings

1997 – Easter Seals President's Meritorious Award - for outstanding service by an employee

2000 – Easter Seals NH, VT, NY, Employee of the Year – Chosen from 1,200 employees

2003 – Easter Seals Service First Award – Customer Service Award

2004 – Crisis Intervention and Physical Restraint Training

2005 – State of NH DCYF/DJJS Directors Award – this award is given yearly to one NH individual who goes above and beyond to help the state workers solve their difficult cases

2015 – Mental Health First Aid USA

2016 – CCAR Recovery Coach Academy & Training of Trainers Program

2016 – NAMI NH's Connect Suicide Prevention Training

2016 – Crisis Intervention in the Workplace

2016 – Breaking the Stigma – Language Training

2017 – First Aid/CPR and Narcan Training

Wellington O. Njoku

An ambitious health care Finance Professional with sound judgment and decision-making skill; Extensive experience in Home Health, Hospice and Hospital Medicare, Medicaid, MCO billing and revenue cycle management.

Education

Oral Roberts University, Tulsa, Oklahoma

Master's in Business Administration (MBA)

Federal University of Technology Owerri, Nigeria

Bachelor of Science, Engineering

Certifications:

HFMA – Certified Healthcare Finance Professional (in progress)

CIMA – Certificate of Business Accounting

NIM - Proficiency Certificate in Management

Highlights and Proficiencies

- Over 6 years of experience in the Health Care industry
- Over 4 years of effective management in Healthcare Finance.
- Understanding of Medicare and Medicaid regulatory requirements.
- Excellent presentation skills
- Knowledge of HMOs, Medicare and Medicaid billing requirements
- Strong Analytical and Critical thinking skills
- Strategic planning experience in the Healthcare industry
- Knowledge of HIPAA compliance
- Extensive knowledge of several medical billing software
- Denied Claim analysis and resolution
- Medicare and Commercial Insurance eligibility determination

Professional History

FEDCAP Rehabilitation Services, NY, NY

Billing & Collections Specialist

2/2017- Current

- Processed and sent billing claims (electronic & paper) to various payers including Health First, Senior Health partners, ICS, Visiting Nurses etc.
- Accounts Receivables
- Cash Posting
- Produced biweekly billing reports which are presented to management.
- Conducted insurance benefits and eligibility checks for Clients'/Patients
- Monitored and ensured the payment for services provided
- Monitored accounts receivable and ensured the Aging stays below 90 days

- Monitored all client accounts receivable activity and performance and initiated appropriate corrective measures as needed.
- Researched and solved complex billing and account receivable problems

Magna Health Care Inc. Broken Arrow, OK

Billing/ Revenue Cycle Manager

8/2013 – 1/2017

- Monitored and worked with the Chief compliance officer to ensure prompt compliance with existing and new regulations from Medicare, Medicaid and other contracts.
- Worked with the Chief Operating Office to ensure prompt filing of all required financial and regulatory document.
- Reviewed and developed a more effective audit process
- Reviewed and developed new billing policy and procedures for Magna Home Health, Magna Hospice and Magna Community living Services.
- Developed processes for the efficient and successful flow of interdependent information between Direct Care/Clinical staff and the billing department; and between the billing department and Senior Management.
- Served as in-house project manager on various software implementation projects
- Served as the contact person/ liaison for our software vendors
- Presented monthly billing reports to the Financial controller
- Presented Quarterly billing reports to CFO, COO and their teams.
- Provided Software training for new employees
- Served as resource person various project teams and conducted feasibility studies and analyses of acquisitions and startup projects.
- Developed User manuals: “How toes” handbooks for various software
- Served as contact person in the acquisition, research and selection of Software
- I developed processes and policies for handling Appeals, Denials, Recoupments, and Secondary payer and other complex billing situations.
- Resolves complex Client, Billing & Claims issues when necessary.
- Oversaw the billing and collections department of Magna Home Health, Magna Hospice and Magna Community living services.

Magna Health Care, Inc. Broken Arrow, OK

Billing Coordinator

8/2011 – 7/2013

- I coordinated the activities of three others billing staffs in the claims/billing department.
- I processed and sent billing claims (electronic & paper) to various payers including Medicare, Humana and other Commercial Insurance
- I produced biweekly billing reports which are presented to management.
- I conducted insurance benefits and eligibility checks for Clients'/Patients
- I monitored and ensured the payment of Outliers by Medicare where applicable.
- Identified "bottlenecks" in the billing process and suggested new and improved processes that reduced the overall billing cycle.
- I coordinated the daily performance of the billing department and all accounts receivable operations
- Created a financial Scorecard to monitor and communicate the financial performance of Magna Home Health to Management.

- Oversaw the transition into new billing software and coordinated the appropriate setup of different payers' electronic claims and billing profiles.
- Monitored all client accounts receivable activity and performance and initiated appropriate corrective measures as needed.

Magna Health Care, Inc. Broken Arrow, OK

IT Support Staff/ Trainer

5/2010 - 8/2011

- Install and perform minor repairs to hardware, software, or peripheral equipment, following design or installation specifications.
- Set up equipment for employee use, performing or ensuring proper installation of cables, operating systems, or appropriate software.
- Maintain records of IT inventory, daily data communication transactions, problems and remedial actions taken, or installation activities.
- Manage user and resource accounts in Active Directory.
- Perform daily server and backup operations.
- Ensure computers have the mandatory security software to protect against external threats.
- Refer major hardware or software problems or defective products to vendors or technicians for service
- Confer with staff, users, and management to establish requirements for new systems or modifications.
- Read technical manuals, confer with users, or conduct computer diagnostics to investigate and resolve problems or to provide technical assistance and support.
- Develop training materials and procedures, or train users in the proper use of hardware or software.
- Answer user inquiries regarding computer software or hardware operation to resolve problems.
- Served as a resource person on various software – including
- Served as the in-house project Manager on various software implementation projects

Federal University of Technology, Yola, Nigeria

Graduate Assistant

8/2007 – 7/2008

- Taught Material Science and Engineering Tutorial classes to second year Engineering students
- Taught Corrosion Engineering Tutorial Classes to third year Engineering students
- I provided guidance to final years mechanical engineering students on how to locate appropriate information on their final year projects.
- I provided administrative assistance to Head of Department (Chair) of Mechanical Engineering Department. Assisted in invigilating students in both Examination and Test exercises

REFERENCES AVAILAIBLE UPON REQUEST

Amanda Kogut-Rosenau

EDUCATION and AWARDS

New York University, Robert Wagner School of Public Service, NY, NY: 2008 M.P.A

NYU Howard Newman Award for Teamwork: 2008, Project team selected from 70 teams by graduate faculty panel for exemplary teamwork, client relations, and deliverable.

The George Washington University, Washington, D. C: 2006 M.S. Project Management, The Project Management Institute.

NYU International Trauma Studies Program, NY, NY 2005: Trauma and Planning for Community Recovery

Hamilton College, Clinton, NY: B.A. 1998, Major: Creative Writing, Minor: East Asian Studies

EXPERIENCE

FEDCAP REHABILITATION SERVICES New York, NY

2011—Present

Operations Manager

2015 to Present

- Coordinate and monitor the activities of the Corporate Services division including facilities management, human resources, IT.
- Advise on the development and implementation to operational infrastructure and systems to support business development, program design and service delivery.
- Research and advise on key areas of current and future risk to the agency.
- Oversee and manage highly prioritized special projects including the launch of social enterprise, the operational aspects of mergers and acquisitions and the development of RFPs.
- Act as a liaison between the Office of the COO and the Board of Directors, senior agency leadership and external stakeholders
- Author Board reports, press releases, white papers, requests for proposals and other documents.
- Coordinate data collection, reporting and analysis on key performance indicators across the agencies four Practice Areas in 11 states to insure maximum operational efficiencies and contractual compliance.

Quality Assurance Analyst, Fedcap WeCARE

2013—2015

- Managed quality assurance practices for 28M dollar program providing medical assessment, vocational rehabilitation and workforce development services to over 28,000 individuals annually across 6 program sites in Brooklyn and Queens.
- Authored and implemented program's Quality Assurance Plan, Quarterly Reports and Standard Operating Procedures.
- Performed internal audits, focus quality reviews and program and cost-benefit analysis. Utilized findings to inform operational enhancements update and create standard operating procedures and train staff.

Strategic Operations Coordinator, Employment Works Career Center

2012—2013

- Developed winning 4.5M grant proposal provide workforce development services to individuals with conviction histories
- Oversaw all start up operations including planning, location build-out, staffing, program implementation, and quality assurance
- Supervised 15 member staff.
- Designed job order, fulfillment and customer tracking systems to facilitate efficient and timely matches of qualified candidates to job orders.
- Oversaw all data capture and management activities and reports to monitor adherence to internal standards and performance to contractual goals.
- Lead member of agency's *Metrics That Matter* working group to train program and business units on key performance indicators and data collection to implement Metrics That Matter quality assurance practices across the organization

THE WILDCAT SERVICE CORPORATION, New York (Currently a division of Fedcap)

2010—2011

Business Analyst

2011—2012

- Co-authored winning proposal to administer HRA's Back to Work program servicing New York City's homeless population.
- Designed program evaluations to measure organization's alignment and progress toward strategic goals.
- Built out and implemented Efforts to Outcomes data management system to support program evaluation.
- Performed labor market and economic research and analysis to create targeted business and program development strategies.

Strategic Operations Coordinator, Bronx Workforce1 Career Center

2010—2011

- Oversaw daily operations for a one-stop workforce development center servicing over 4,500 job seekers monthly in the Bronx.
- Collaborated with Center Director to plan quarterly performance goals, evaluated center's weekly performance against identified benchmarks and provided strategies to meet identified business development and service delivery goals.
- Supervised IT Lead.

PUBLIC ALLIES, New York

2009—2010

Director of Partner Engagement

- Managed relationships with over 30 partner organizations hosting Allies in apprenticeships; expanded relationships to support twenty percent growth in program participants.

- Managed a team of 13 Allies in public service apprenticeships in 12 partner organizations; guided team service project; provided career coaching and professional development to 13 team members
- Designed and facilitated public policy, leadership and capacity building trainings

THE CONGRESSIONAL RESEARCH SERVICE, Washington, D.C.

2007—2008

Project Associate

- Served on 5-person team researching forms of Chinese Development Assistance in Africa, Latin America, and Southeast Asia.
- Identified and reviewed financial, academic, media sources and interviewed individuals to secure data. Created working database to capture and report on data and perform trend analysis. Produced written report and final oral presentation to CRS senior staff. Team analysis was cited in CRS's official report to Congress

AMERICAN RED CROSS: September 11 Recovery Program, New York

2002—2006

Coordinator, Service Partner Support

2004—2006

- Designed and implemented a fee-for-service case management program delivering individual and community recovery activities to over 800 clients through 23 agencies in 7 states.

Coordinator, Financial Assistance, Additional Assistance Unit

2003—2004

- Managed distribution of over half a billion dollars to clients through 5 financial assistance programs.
- Supervised, trained and evaluated team of 3 professional staff.
- Created and provided trainings on financial assistance, mental health and health insurance programs internally and externally to caseworkers in 23 agencies servicing eligible clients in over 7 states.

Family Support Specialist/Case Manager

2002—2003

- Provided strength-based case management and benefit coordination for over 800 clients in 13 states.
- Reorganized Support Group program and trained staff, resulting in the expansion from 6 New York City-based groups to 15 additional groups in 8 states. Personally organized and facilitated 2 groups.

Travel Coordinator

2002

Managed a million-dollar travel assistance program coordinating travel and financial assistance to over 5,000 clients attending the first anniversary September 11th memorial services at four national locations.

Special Assignments: Hurricane Katrina, Community Liaison 2005; September 11th Recovery Program Lesson Learned Conference Coordinator 2004; Northeast Blackout Call Center Lead 2003

BEANSTALK INTERNATIONAL KINDERGARTEN, Beijing, PRC

2001

Teacher

- Designed and implemented English-language based early childhood curriculum to for children ages 3 to 4

UKAN LANGUAGE CENTER, Beijing, PRC

2000—2001

Teacher

- Designed and implemented English language curriculum to provide students the language and cultural knowledge to secure employment with international/western firms.

CAPITAL UNIVERSITY OF ECONOMICS AND BUSINESS, Beijing, PRC

2000

Oral English Program Coordinator

- Integrated written and oral English curriculums to create comprehensive undergraduate and graduate courses of study resulting in 50% increased class attendance and consistent grading and evaluation.
- Presented 16 weekly community lectures on American culture to over 250 attendants each session.

ACTIVITIES

American Society of Public Administration: Member

Certifications: American Red Cross: Introduction to Disaster, Shelter Operations, Emergency Call Center Operator, CPR, First Aid.

Computer: Microsoft Office Suite, SPSS, Efforts to Outcomes, Salesforce, AllSector, NYCWAY

Foreign Language: Mandarin Chinese

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patricia Reed	NH Regional Director	\$164,320.00	.05	12,008
Doreen Shockley	Director of Programs and Services	\$90,000.00	.40	41,538
Amanda Kogut-Rosenau	QA Manager	\$54,080.00	.05	3,120
Wellington Njoku	Business Manager	52,998.40	.05	3,058

Subject: Targeted Prevention Programming for DCYF-Involved Families (RFP-2018-BDAS-04-TARGE-02)

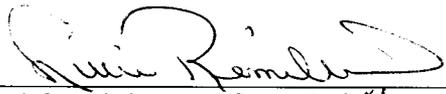
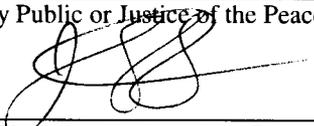
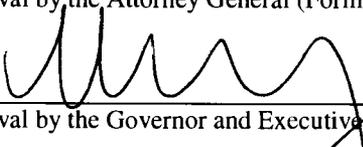
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Family Resource Center at Gorham		1.4 Contractor Address 123 Main Street Gorham, NH 03581	
1.5 Contractor Phone Number 603-466-5190 x304	1.6 Account Number 05-95-92-920510-25590000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$135,309
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lucie Remillard, Secretary	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>4-9-18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> JOSEPH YOUNG Notary Public, State of New Hampshire My Commission Expires August 2, 2022 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Joseph Young Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Yule Attorney 4/17/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials RR
Date 4-9-13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees that in the performance of any services involving the collection, transmission, storage, or disposition of data obtained or created on behalf of DHHS, shall be subject to the requirements stated in Exhibit K.
- 1.4. The Contractor agrees that in the performance of any services involving the collection, transmission, storage, or disposition of data containing protected health information (PHI) or in the case of substance use disorder (SUD) data created by a Part 2 provider on behalf of DHHS, shall be subject to the requirements stated in Exhibit I and 45 CFR Part 2.
- 1.5. The Contractor agrees that in the performance of any services all staff members shall have training in confidentiality and information security relating to the information, files and data that is involved in the performance of the contract.
- 1.6. The Contractor agrees that any database, dashboard, or information system designed, built, or modified on behalf of DHHS shall be defined and subject to the requirements in Exhibit K, Exhibit I, and all applicable NH Department of Information Technology (DoIT) standards, policies, and procedures.

2. Scope of Services

2.1. General Provisions

- 2.1.1. The Contractor shall provide services to the Division for Children, Youth and Families (DCYF)-involved children (from birth through age ten (10)) and their parents/caregivers who have a substance use disorder for the two (2) District Offices of Littleton and Berlin. See Exhibit A-1 for more details.
- 2.1.2. The Contractor shall assist in developing a strong collaboration between agencies within the Department including, but not limited to the Bureau of Drug and Alcohol Services (BDAS), the Division for Children, Youth, and Families (DCYF), the Division of Public Health Services (DPHS), and the Bureau for Children's Behavioral Health (BCBH) by creating and implementing programs targeted at DCYF-involved children and their parents/ primary caregivers with substance use disorder in order to:

- 2.1.2.1. Reduce and mitigate childhood trauma by:



- 2.1.2.1.1. Increasing access to and participation in evidence-based home visiting services;
- 2.1.2.1.2. Reducing the child's risk of substance use issues; and
- 2.1.2.1.3. Increasing training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma-informed care so that the workforce is better prepared to address the challenges of this population.
- 2.1.2.2. Engage, educate, and empower parents/primary caregivers in a peer-to-peer model to increase family protective factors and reduce risk factors in order to better support childhood social and emotional needs by:
 - 2.1.2.2.1. Fostering positive parent/primary caregiver child attachment;
 - 2.1.2.2.2. Increasing parent/primary caregiver knowledge about childhood development and learning;
 - 2.1.2.2.3. Increasing resiliency and social connectedness in parents/primary caregivers; and
 - 2.1.2.2.4. Educating parents on the topic of trauma for children and the risk continued substance use poses to the child.
- 2.1.3. The Contractor shall maintain one (1) point of contact and one (1) alternate contact who can receive requests from the two (2) covered District Offices that will refer families to this program.
- 2.1.4. The Contractor shall ensure that families who are referred for services are offered all program components in a timely fashion, with the understanding that DCYF involvement has a twelve (12) month timeframe for permanency decisions that can impact a parent's parental rights.
- 2.1.5. The Contractor shall re-offer services at two (2) and six (6) weeks after the initial offer of services to families that decline the initial offer of services, cease to participate, or do not attend a scheduled visit.
- 2.1.6. The Contractor shall collaborate with Department partners when any issues/barriers arise including, but not limited to, timely access to treatment and program partner capacity issues such as program waitlists or lack of treatment provider capacity.
- 2.1.7. The Contractor shall ensure that when there is an Infant Safe Plan of Care (ISPOC) for a child, all participating partners are knowledgeable about the plan of care and are assisting DCYF and the family to fulfill the plan of care through the use of wraparound meetings and collaboration with the participating partners.
- 2.1.8. The Contractor shall be familiar with the DCYF practice model and Solution Based Casework (SBC) in order to provide services within these frameworks.
(More information can be found at



<https://www.dhhs.nh.gov/dcyf/documents/nhdcyf%202015-2019cfsp.pdf> and
[http://www.solutionbasedcasework.com/about/.](http://www.solutionbasedcasework.com/about/))

- 2.1.9. The Contractor shall collaborate with the Department on federally-mandated outcome design and data collection for program evaluation and federal reporting purposes.
- 2.1.10. The Contractor shall collaborate with existing program providers to ensure consistency in practice and enrollment of clients in appropriate programming including, but not limited to:
 - 2.1.10.1. Collaborating with the North Country Health Consortium to develop a protocol and referral process for prioritization of DCYF-involved families with substance use disorder/opioid use disorder (SUD/OD).
 - 2.1.10.2. Collaborating with the local Integrated Delivery Network in order to learn from their prior work and keep them informed of the Contractor's various efforts.
 - 2.1.10.3. Collaborating with the Coos Coalition for Children and Young Families by participating in their leadership board and their committees applicable to this contract.
- 2.1.11. The Contractor shall establish a formal agreement with the Regional Access Point provider to develop a protocol and referral process for prioritization of DCYF-involved families with substance use disorder/opioid use disorder (SUD/OD).
- 2.1.12. When treatment services cannot be provided within forty-eight (48) hours of referral, the Contractor shall ensure the client has access to interim services, defined as recovery support services or services with a lower American Society of Addiction Medicine (ASAM) Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area. This shall be accomplished through increasing access to treatments by:
 - 2.1.12.1. Assisting with accessing transportation to treatment.
 - 2.1.12.2. Expanding home visiting services beyond parenting home visits.
 - 2.1.12.3. Assisting with completing paperwork including, but not limited to
 - 2.1.12.3.1. Replacing a lost insurance card.
 - 2.1.12.3.2. Obtaining medical clearance .
 - 2.1.12.4. Developing a plan of care for children while the parent(s) are receiving treatment.
- 2.1.13. The Contractor shall identify or develop, when indicated, appropriate Strength to Succeed training curriculum and educational materials including, but not limited to:
 - 2.1.13.1. Parenting curriculum for parents and families while in treatment and recovery including, but not limited to:



- 2.1.13.1.1. The Nurturing Parenting Program for Families in Substance Abuse Treatment and Recovery (Nurturing Parenting Program).
- 2.1.13.1.2. Anger Management for Substance Abuse and Mental Health Clients: Participant Workbook.
- 2.1.13.2. Prevention messaging geared for young children regarding substance use.
- 2.1.13.3. Addiction 101, which the Contractor shall develop with BDAS to be delivered to the program partners who are not SUD treatment providers and do not have the basic training already, including DCYF.
- 2.1.13.4. DCYF Involvement 101, which the Contractor shall develop with DCYF to be delivered to the program partners not affiliated with DCYF to include the DCYF practice model and the tenets of Solution Based Casework.
- 2.1.14. The Contractor shall develop pre- and post-tests for the trainings addressed in Subsection 2.1.13 and will collect and score the tests in order to determine improvement gained from the training.
- 2.1.15. The Contractor shall utilize the "Strength to Succeed" name, when marketing or conducting business for this program.
- 2.1.16. The Contractor shall use a Department-approved, parent-child interaction form to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.

2.2. DCYF Parent Partner Program (Peer Recovery Support)

- 2.2.1. The Contractor shall collaborate with the DCYF Parent Partner Program in order to:
 - 2.2.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 2.2.1.1.1. Sending a letter to DCYF for each applicable DO to inform of the plan to hire Parent Partners.
 - 2.2.1.1.2. Developing a job description for the role.
 - 2.2.1.1.3. Determining if the DCYF Supervisor, District Office supervisor, and/or Parent Partner Program manager would like to be on the hiring committee.
 - 2.2.1.1.4. Advertising the position.
 - 2.2.1.1.5. Developing interview questions.
 - 2.2.1.1.6. Scheduling and conducting interviews.
 - 2.2.1.1.7. Selecting Parent Partners based on interviews.
 - 2.2.1.2. Develop program oversight and an integrated supervision model for Parent Partners to include, but not be limited to providing a point of



contact and oversight at each of the two (2) covered District Offices which shall include, but not be limited to:

- 2.2.1.2.1. Employing reflective supervision.
- 2.2.1.2.2. Collaborating with the DCYF contact person at a minimum of once per month for feedback regarding the Parent Partners.
- 2.2.1.2.3. Providing Practice-Based Coaches to the Parent Partners.
- 2.2.1.3. Train Parent Partners in providing support to families with SUD/ODU.
- 2.2.2. The Contractor shall collaborate with DCYF to establish a recruitment and hiring plan that ensures Parent Partners are co-located in each of the two (2) covered District Offices as an integrated member of the team.
- 2.2.3. The Contractor shall ensure Parent Partners are adequately trained and supervised to provide peer support and are educated regarding the goals of peer support which include, but are not limited to:
 - 2.2.3.1. Instilling hope in families.
 - 2.2.3.2. Providing support and promoting self-advocacy.
 - 2.2.3.3. Providing an understanding of the DCYF practice, policies, and regulations.
- 2.2.4. The Contractor shall collaborate with the DCYF Parent Partner program to identify Parent Partners that are willing and able to become Certified Recovery Support Workers (CRSW's). Upon obtaining agreement from Parent Partners to become CRSW's, the Contractor shall:
 - 2.2.4.1. Support the parent partners in all aspects of certification as outlined by the Office of Professional Licensure and Certification (OPLC). <https://www.oplc.nh.gov/alcohol-other-drug/index.htm>
 - 2.2.4.2. Ensure all components necessary for billing for CRSW's are in place in accordance with Rule He-W513.
 - 2.2.4.3. Enroll with Medicaid and managed care organizations.

2.3. Home Visiting Programming

- 2.3.1. The Contractor shall provide evidenced-based home visiting programming. (More information available at <https://homvee.acf.hhs.gov/models.aspx>) Evidenced-based home visiting programming includes, but is not limited to:
 - 2.3.1.1. Providing Ages & Stages Questionnaires, Third Edition Developmental screenings (ASQ-3™) (More information available at <http://agesandstages.com/products-services/asq3/>)
 - 2.3.1.2. Providing parent education.
 - 2.3.1.3. Providing in-home supports.



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- 2.3.1.4. Providing age and developmentally appropriate Substance Use prevention messages and program curriculums.
 - 2.3.1.5. Assisting families in locating and contacting community supports as needed.
 - 2.3.1.6. Collaborating with DCYF case workers to monitor families' progress and create a shared goal plan for the family.
 - 2.3.1.7. Collaborating with DCYF to identify realistic strategies for supporting families and to build success in reaching family case goals as stated in the Solution Based Case (SBC) Plans.
- 2.3.2. The Contractor shall ensure the home visit programming is effective by:
- 2.3.2.1. Engaging voluntary clients.
 - 2.3.2.2. Developing promotional materials, that will be the property of the Department, targeted at identified families.
 - 2.3.2.3. Providing access to discretionary funds.
 - 2.3.2.4. Employing a home visiting intervention owned by the Contractor, called Creative Outreach.
 - 2.3.2.5. Utilizing evidence-based models including, but not limited to;
 - 2.3.2.5.1. Nurturing Parenting Program.
 - 2.3.2.5.2. Growing Great Kids.
 - 2.3.2.5.3. Growing Great Families
 - 2.3.2.6. Utilizing client satisfaction surveys.
 - 2.3.2.7. Training home visitors in a parent-child interaction assessment tool developed by Healthy Family America, called CHEERS (Cues, Holding, Expression, Empathy, Rhythmicity Reciprocity, Smiles).
- 2.3.3. The Contractor shall use Department-approved parent-child interaction assessment tools to measure progress towards achieving the performance measures which may include, but not be limited to:
- 2.3.3.1. Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO).
 - 2.3.3.2. Parents Interacting With Infants and Toddlers (PI-WI).
 - 2.3.3.3. North Carolina Family Assessment Scales (NCFAS-G).
 - 2.3.3.4. Edinburgh Postnatal Depression Scale (EDPS).
 - 2.3.3.5. PHQ-9 and PHQ-2, tools for assessing depression.
 - 2.3.3.6. Beck Depression Inventory (BDI-II).



- 2.3.3.7. TWEAK (Tolerance, Worried, Eye-Opener, Amnesia, K/Cut Down) screening test consisting of five (5) questions designed to screen pregnant women for harmful drinking habits.
- 2.3.3.8. Michigan Alcohol Screening Test (MAST).
- 2.3.3.9. Drug Abuse Screening Test (DAST).
- 2.3.3.10. Relationship Assessment Tool (RAT).
- 2.3.3.11. Adult-Adolescent Parenting Inventory (AAPI) screen.
- 2.3.4. The Contractor shall follow up on assessment tool outcomes by:
 - 2.3.4.1. Employing motivational interviewing with clients.
 - 2.3.4.2. Scoring screenings as soon as possible in order to validate clients' responses.
 - 2.3.4.3. Providing referrals.
- 2.3.5. The Contractor shall collaborate with community partners including, but not limited to:
 - 2.3.5.1. Schools.
 - 2.3.5.2. Project Aware.
 - 2.3.5.3. Families and Schools Together (FAST).

2.4. Relative Caregiver Support:

- 2.4.1. The Contractor shall develop and promote relative caregiver support groups to help reduce caregiver strain and create a natural system of support among relative caregivers. The support groups must be accessible to the two (2) District Office covered catchment areas and be based on areas of high need. Development and promotion shall include, but not be limited to:
 - 2.4.1.1. Development:
 - 2.4.1.1.1. Employing the Nurturing Parenting Program.
 - 2.4.1.1.2. Empowering relative caregivers to have input regarding:
 - 2.4.1.1.2.1. Topics.
 - 2.4.1.1.2.2. Guest speakers.
 - 2.4.1.1.2.3. Format, frequency, duration, and time of meetings.
 - 2.4.1.1.3. Having a skilled staff person at the meeting, but encouraging relative caregivers to facilitate the meeting.
 - 2.4.1.2. Promotion:
 - 2.4.1.2.1. Positive word of mouth.
 - 2.4.1.2.2. Referrals.
 - 2.4.1.2.3. Incentives.



- 2.4.1.2.4. Social media.
 - 2.4.1.2.5. Press releases.
 - 2.4.1.2.6. Opinion-editorials.
 - 2.4.1.2.7. Radio public service announcements.
 - 2.4.1.2.8. Posters, flyers, and brochures which shall be the property of the Department.
- 2.4.2. The Contractor shall collaborate with DCYF to ensure relative caregivers are informed of supports including, but not limited to:
- 2.4.2.1. The Relative Caregiver specialist at DCYF and the Resource Guide developed by DCYF.
 - 2.4.2.2. Relative caregiver support groups in their area.
 - 2.4.2.3. Other community resources to help support the caregiver and the child, and reduce caregiver strain.
- 2.4.3. The Contractor shall provide education to the caregiver on how to interact with the child(ren) in a developmentally-appropriate manner regarding parental substance use disorder and how to prevent addiction in their own lives.

2.5. Parent and Child Substance Use Education

- 2.5.1. The Contractor shall provide parent and child substance use education, using the Nurturing Parenting program (<http://www.nurturingparenting.com>) which includes, but is not limited to:
- 2.5.1.1. Training all relevant staff in the Nurturing Parenting program.
 - 2.5.1.2. Providing education in a variety of settings including in single or co-facilitated group settings.
 - 2.5.1.3. Modifying the education for individuals and families not yet ready for a group setting.

2.6. The Contractor shall develop and submit a work plan to the Department for review and approval, which describes the process for ensuring the completion of all aspects of the Scope of Services within thirty (30) days of Governor and Executive Council approval of the contract.

2.7. Data and Reporting

- 2.7.1. The Contractor shall submit monthly narrative reports to the Department including a summary of project progress, barriers met and addressed, and general aggregate information regarding the families served by the program. The aggregate information must include, but is not limited to:
- 2.7.1.1. Primary drug of choice for family members.
 - 2.7.1.2. General treatment access information for family members.
 - 2.7.1.3. Number and ages of children served by program.



- 2.7.1.4. Date of enrollment in program.
- 2.7.1.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
- 2.7.1.6. Change in the living status of each child.
- 2.7.1.7. Number of provider organizations providing direct services as listed in the scope of service.
- 2.7.1.8. Number of parent partners hired and the district offices covered.
- 2.7.2. The Contractor shall collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.

3. Performance Measures

- 3.1. The Contractor shall ensure that the following performance indicators are quarterly achieved and monitored monthly to measure the effectiveness of the agreement:
 - 3.1.1. The Contractor shall provide evidence-based home visiting services to one hundred percent (100 %) of families referred to the program that require home visiting services as part of their treatment plan.
 - 3.1.2. The Contractor shall increase training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma informed care by three (3) trainings per calendar year and increase the knowledge of substance misuse prevention, recovery and trauma informed care among the early childhood and home visiting workforce, as demonstrated by an increase of (10%) in aggregate as measured quarterly from training pre-tests to training post-tests
 - 3.1.3. The Contractor shall ensure that eighty percent (80%) of families referred to the program receive access to treatment or interim treatment services within forty eight (48) hours of referral.
- 3.2. Quarterly, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

**NH DHHS DIVISION OF FAMILY ASSISTANCE (DFA)
DISTRICT OFFICE CATCHMENT AREA**

Where to Apply

DFA Locations	Towns Served
<p>Berlin 650 Main Street, Suite 200 Berlin; 03570-2431 Phone: 752-7800 or 1-800-972-6111</p>	<p>Berlin, Clarksville, Colebrook, Columbia, Dixville, Dummer, Errol, Gorham, Groveton, Milan, Millsfield, N. Stratford, Northumberland, Percy, Pittsburgh, Randolph, Shelburne, Stark, Stewartstown, Stratford, Wentworth's Location, W. Stewartstown</p>
<p>Claremont 17 Water Street, Ste. 301 Claremont; 03743-2280 Phone: 542-9544 or 1-800-982-1001</p>	<p>Acworth, Canaan, Charlestown, Claremont, Cornish, Croydon, Enfield, George's Mills, Goshen, Grafton, Grantham, Guild, Hanover, Langdon, Lebanon, Lempster, Lyme, Meriden, Newport, Orange, Orford, Plainfield, Springfield, Sunapee, Unity, Washington, West Lebanon</p>
<p>Concord 40 Terrill Park Drive Concord; 03301-9955 Phone: 271-6201 or 1-800-322-9191</p>	<p>Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Contoocook, Danbury, Dunbarton, Elkins, Epsom, Franklin, Henniker, Hill, Hillsboro, Hooksett, Hopkinton, Loudon, New London, Newbury, Northfield, Pembroke, Penacook, Pittsfield, Salisbury, Suncook, Sutton, Warner, Webster, Wilmot</p>
<p>Conway 73 Hobbs Street Conway; 03818-6188 Phone: 447-3841 or 1-800-552-4628</p>	<p>Albany, Bartlett, Brookfield, Chatham, Chocorua, Conway, Eaton, Effingham, Freedom, Glen, Hale's Location, Hart's Location, Intervale, Jackson, Kearsarge, Madison, Melvin Village, Moultonborough, N. Conway, Ossipee, Sanbornville, Sandwich, Snowville, Tamworth, Tuftonboro, Wakefield, Wolfeboro</p>
<p>Keene 111 Key Road Keene; 03431 Phone: 357-3510 or 1-800-624-9700</p>	<p>Alstead, Antrim, Ashuelot, Bennington, Chesterfield, Deering, Drewville, Dublin, Fitzwilliam, Francestown, Gilsum, Greenfield, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Lyndeborough, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Spoffard, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester, Windsor</p>
<p>Laconia 65 Beacon Street West Laconia; 03246-9988 Phone: 524-4485 or 1-800-322-2121</p>	<p>Alexandria, Alton, Ashland, Barnstead, Belmont, Bridgewater, Bristol, Campton, Center Harbor, Dorchester, Ellsworth, Gilford, Gilmanton, Groton, Hebron, Holderness, Laconia, Lakeport, Meredith, New Hampton, Plymouth, Rumney, Sanbornton, Silver Lake, Thornton, Tilton, Waterville Valley, Wentworth, Winnisquam</p>

**NH DHHS DIVISION OF FAMILY ASSISTANCE (DFA)
DISTRICT OFFICE CATCHMENT AREA**

Where to Apply

DFA Locations	Towns Served
<p>Littleton 80 North Littleton Road Littleton; 03561-3841 Phone: 444-6786 or 1-800-552-8959</p>	<p>Bath, Benton, Bethlehem, Carroll, Dalton, Easton, Franconia, Glenciff, Haverhill, Jefferson, Lancaster, Landaff, Lincoln, Lisbon, Littleton, Livermore, Lyman, Monroe, Piermont, Pike, Sugar Hill, Twin Mountain, Warren, Whitefield, Woodstock, Woodsville</p>
<p>Manchester 195 McGregor St., Ste 110 Manchester; 03102-3762 Phone: 668-2330 or 1-800-852-7493</p>	<p>Auburn, Bedford, Chester, Goffstown, Manchester, New Boston, Weare</p>
<p>Rochester 150 Wakefield St., Ste 22 Rochester; 03867-1309 Phone: 332-9120 or 1-800-862-5300</p>	<p>Barrington, Dover, Durham, Farmington, Gonic, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford, Union</p>
<p>Seacoast 50 International Drive Portsmouth; 03801 Phone: 433-8300 or 1-800-821-0326</p>	<p>Brentwood, Candia, Deerfield, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, North Hampton, Northwood, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, Stratham</p>
<p>Southern 3 Pine Street, Suite Q Nashua; 03060-9311 Phone: 883-7726 or 1-800-852-0632</p>	<p>Amherst, Atkinson, Brookline, Danville, Derry, Greenville, Hampstead, Hollis, Hudson, Litchfield, Londonderry, Mason, Merrimack, Milford, Mont Vernon, Nashua, Newton, Pelham, Plaistow, Salem, Sandown, Wilton, Windham</p>



Methods and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
3. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.788, US Department of Health and Human Services, Substance Abuse and Mental Health Administration.
4. The Contractor shall provide flexible funds in the amount specified in the Contractor's budget as in order to assist with removing any barriers that parents/caregivers may encounter in accessing any of the components of this program. Flexible funds are for services or products necessary to be able to receive home visiting or to go to treatment which include, but are not limited to:
 - 4.1. Gas cards.
 - 4.2. Car repair bills.
 - 4.3. Heating oil.
5. Payment for said services shall be made monthly as follows:
 - 5.1. 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.
 - 5.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
 - 5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 5.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:
 - 5.5.1. Email address: Laurie.Heath@dhhs.nh.gov
 - 5.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, and in this Exhibit B.
 - 5.7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be



made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

Budget Request for: Targeted Prevention Programming for DCYF-involved Families

Budget Period: SFY 2018 (MAY 1, 2018 - JUNE 30, 2018)

1. Total Salary/Wages	\$ 12,500.00	\$ 5,000.00	\$ 17,500.00	\$ 2,500.00	\$ 4,000.00	\$ 6,500.00	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00
2. Employee Benefits	\$ 3,025.82	\$ 302.68	\$ 3,328.50	\$ 525.00	\$ 52.50	\$ 577.50	\$ 2,501.82	\$ 250.18	\$ 2,752.00
3. Consultants	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 5,500.00	\$ 550.00	\$ 6,050.00
4. Equipment:									
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,700.00	\$ 170.00	\$ 1,870.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 1,200.00	\$ 120.00	\$ 1,320.00
5. Supplies:									
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 500.00	\$ 50.00	\$ 550.00
7. Occupancy	\$ 625.00	\$ 62.50	\$ 687.50	\$ 225.00	\$ 22.50	\$ 247.50	\$ 400.00	\$ 40.00	\$ 440.00
8. Current Expenses									
Telephone	\$ 600.00	\$ 60.00	\$ 660.00	\$ 250.00	\$ 25.00	\$ 275.00	\$ 350.00	\$ 35.00	\$ 385.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
Board Expenses	\$ 100.00	\$ 10.00	\$ 110.00	\$ 100.00	\$ 10.00	\$ 110.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,150.00	\$ 115.00	\$ 1,265.00	\$ 250.00	\$ 25.00	\$ 275.00	\$ 900.00	\$ 90.00	\$ 990.00
11. Staff Education and Training	\$ 2,300.00	\$ 230.00	\$ 2,530.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 1,300.00	\$ 130.00	\$ 1,430.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex funds	\$ 700.00	\$ 70.00	\$ 770.00	\$ -	\$ -	\$ -	\$ 700.00	\$ 70.00	\$ 770.00
TOTAL	\$ 31,451.82	\$ 6,895.18	\$ 38,347.00	\$ 6,850.00	\$ 4,435.00	\$ 11,285.00	\$ 24,501.82	\$ 2,460.18	\$ 27,062.00
Indirect At A Percent of Direct		21.9%							

Contractor Initial *PR*
Date *5-1-18*

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

Budget Request for: Targeted Prevention Programming for DCYF-involved Families

Budget Period: SFY2019 (JULY 1, 2018 - JUNE 30, 2019)

1. Total Salary/Wages	\$ 82,140.91	\$ 11,614.09	\$ 93,755.00	\$ 4,000.00	\$ 10,000.00	\$ 7,614.09	\$ 83,755.00
2. Employee Benefits	\$ 12,766.00	\$ 1,276.60	\$ 14,042.60	\$ 300.00	\$ 3,300.00	\$ 976.60	\$ 10,742.60
3. Consultants	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 500.00	\$ 50.00	\$ 550.00	\$ 50.00	\$ 550.00	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,299.45	\$ 129.95	\$ 1,429.40	\$ 50.00	\$ 550.00	\$ 79.95	\$ 879.40
6. Travel	\$ 9,500.00	\$ 950.00	\$ 10,450.00	\$ 200.00	\$ 2,200.00	\$ 750.00	\$ 8,250.00
7. Occupancy	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ 50.00	\$ 550.00	\$ 70.00	\$ 770.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 550.00	\$ 55.00	\$ 605.00	\$ 25.00	\$ 275.00	\$ 30.00	\$ 330.00
Postage	\$ 96.00	\$ 9.60	\$ 107.80	\$ 9.60	\$ 107.80	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300.00	\$ 30.00	\$ 330.00	\$ 30.00	\$ 330.00	\$ -	\$ -
Insurance	\$ 360.00	\$ 36.00	\$ 396.00	\$ 25.00	\$ 275.00	\$ 10.00	\$ 110.00
Board Expenses	\$ 100.00	\$ 10.00	\$ 110.00	\$ 10.00	\$ 110.00	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 550.00	\$ 55.00	\$ 605.00	\$ 25.00	\$ 275.00	\$ 30.00	\$ 330.00
11. Staff Education and Training	\$ 1,900.00	\$ 190.00	\$ 2,090.00	\$ 100.00	\$ 1,100.00	\$ 30.00	\$ 330.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Flex funds	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ 250.00	\$ 2,750.00
TOTAL	\$ 115,154.36	\$ 14,915.44	\$ 130,069.80	\$ 5,074.80	\$ 21,822.80	\$ 9,840.64	\$ 108,247.00

Indirect At A Percent of Direct 13.0%

Contractor Initial PR
Date 11-18



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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4-9-18



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. Extension:

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.



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



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

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

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

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

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

Contractor Name:

4-9-18
Date

[Signature]
Name:
Title: Secretary



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:

4-9-18
Date

Rocio Remilla
Name:
Title: Secretary



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

27-9-18
Date

Name:
Title:



**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

D.R.

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4-9-18
Date

[Signature]
Name:
Title: Secretary

Exhibit G

Contractor Initials R.R.

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:

4-9-18
Date

Ruth Remick
Name:
Title: Secretary



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

4/21/18
Date

The Family Resource Center at Garbham
Name of the Contractor

Lucie Remillard
Signature of Authorized Representative

Lucie Remillard
Name of Authorized Representative

Secretary
Title of Authorized Representative

4-9-18
Date



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

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

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

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

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

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

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

Contractor Name:

4-9-18
Date

[Signature]
Name:
Title: Secretary



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: 01915087
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: _____



A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



DHHS Information Security Requirements

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

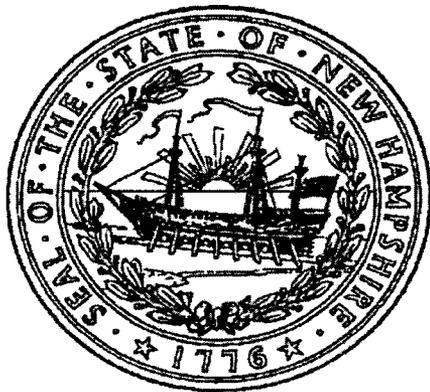
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 270161



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Heidi Barker, do hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 21, 2018:

RESOLVED: That the Secretary

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of April, 2018.
4. Lucie Remillard is the duly elected Secretary of the Agency.

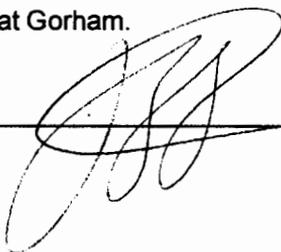


STATE OF NEW HAMPSHIRE

County of Coos

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

by Heidi Barker, President of The Family Resource Center at Gorham.



Commission Expires: 8-2-22

JOSEPH YOUNG
Notary Public, State of New Hampshire
My Commission Expires August 2, 2022

the family
resource center 
at Gorham

Our MISSION:

To build healthier families and stronger communities through positive relations, programs and collaborations in the North Country of New Hampshire

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 13, 2017, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

Leme, McDonnell + Roberts
Professional Association

September 13, 2017
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2017 AND 2016**

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 199,929	\$ 88,968
Certificates of deposit	79,967	79,807
Investments	203,775	177,573
Grants receivable	183,900	214,936
Prepaid expenses	<u>10,548</u>	<u>12,892</u>
Total current assets	<u>678,119</u>	<u>574,176</u>
PROPERTY		
Leasehold improvements	74,932	74,932
Furniture and equipment	<u>51,575</u>	<u>51,575</u>
Total	126,507	126,507
Less: accumulated depreciation	<u>(85,345)</u>	<u>(77,845)</u>
Property, net	<u>41,162</u>	<u>48,662</u>
OTHER ASSETS		
Agency deposits - cash	<u>25,583</u>	<u>26,321</u>
TOTAL ASSETS	<u>\$ 744,864</u>	<u>\$ 649,159</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 12,377	\$ 13,743
Accrued expenses	30,432	18,557
Agency deposits	25,583	26,321
Refundable advances	<u>29,260</u>	<u>22,448</u>
Total current liabilities	<u>97,652</u>	<u>81,069</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	16,835	14,627
Undesignated	419,120	353,699
Permanently restricted - endowment	<u>211,257</u>	<u>199,764</u>
Total net assets	<u>647,212</u>	<u>568,090</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 744,864</u>	<u>\$ 649,159</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grants	\$ -	\$ 1,263,836	\$ -	\$ 1,263,836
Donations	13,572	-	-	13,572
Agency rents	37,351	-	-	37,351
Investment income	-	-	4,872	4,872
Other income	4,850	-	-	4,850
Interest income	293	-	-	293
Net unrealized investment gain (loss)	-	-	(1,348)	(1,348)
Net realized investment gain	-	-	12,122	12,122
Net assets released from restrictions	<u>1,263,836</u>	<u>(1,263,836)</u>	<u>-</u>	<u>-</u>
 Total revenues, support and net assets released from restrictions	 <u>1,319,902</u>	 <u>-</u>	 <u>15,646</u>	 <u>1,335,548</u>
EXPENSES				
Program services	1,092,015	-	-	1,092,015
Management and general	<u>160,258</u>	<u>-</u>	<u>4,153</u>	<u>164,411</u>
 Total expenses	 <u>1,252,273</u>	 <u>-</u>	 <u>4,153</u>	 <u>1,256,426</u>
INCREASE IN NET ASSETS	67,629	-	11,493	79,122
NET ASSETS - BEGINNING OF YEAR	<u>368,326</u>	<u>-</u>	<u>199,764</u>	<u>568,090</u>
NET ASSETS - END OF YEAR	<u>\$ 435,955</u>	<u>\$ -</u>	<u>\$ 211,257</u>	<u>\$ 647,212</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grants	\$ -	\$ 1,240,184	\$ -	\$ 1,240,184
Donations	18,453	-	-	18,453
Agency rents	34,763	-	-	34,763
Investment income	-	-	4,448	4,448
Interest income	188	-	-	188
Net unrealized investment gain (loss)	-	-	(787)	(787)
Net realized investment gain	-	-	2,789	2,789
Net assets released from restrictions	<u>1,240,184</u>	<u>(1,240,184)</u>	<u>-</u>	<u>-</u>
 Total revenues, support and net assets released from restrictions	 <u>1,293,588</u>	 <u>-</u>	 <u>6,450</u>	 <u>1,300,038</u>
EXPENSES				
Program services	1,011,324	-	-	1,011,324
Management and general	<u>165,804</u>	<u>-</u>	<u>3,023</u>	<u>168,827</u>
 Total expenses	 <u>1,177,128</u>	 <u>-</u>	 <u>3,023</u>	 <u>1,180,151</u>
 INCREASE IN NET ASSETS	 116,460	 -	 3,427	 119,887
 NET ASSETS - BEGINNING OF YEAR	 <u>251,866</u>	 <u>-</u>	 <u>196,337</u>	 <u>448,203</u>
 NET ASSETS - END OF YEAR	 <u>\$ 368,326</u>	 <u>\$ -</u>	 <u>\$ 199,764</u>	 <u>\$ 568,090</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 79,122	\$ 119,887
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized loss on investments	1,348	787
Depreciation	7,500	7,717
(Increase) decrease in assets:		
Grants receivable	31,036	(27,410)
Prepaid expenses	2,344	(9,041)
Increase (decrease) in liabilities:		
Accounts payable	(1,366)	2,316
Accrued expenses	11,875	8,145
Agency deposits	(738)	4,142
Refundable advances	6,812	(19,439)
	<u>137,933</u>	<u>87,104</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	-	(2,570)
Purchase of investments and certificates of deposit	(27,710)	(1,171)
	<u>(27,710)</u>	<u>(3,741)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on line of credit	-	(29,500)
	<u>-</u>	<u>(29,500)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH AND EQUIVALENTS	110,223	53,863
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>115,289</u>	<u>61,426</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 225,512</u>	<u>\$ 115,289</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ -</u>	<u>\$ 182</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 697,801	\$ 120,998	\$ 818,799
Payroll taxes	51,430	9,256	60,686
Employee benefits	70,330	13,468	83,798
Program travel	63,096	690	63,786
Program activities	55,481	-	55,481
Food and supplies	23,461	1,853	25,314
Heat and utilities	16,862	888	17,750
Accounting fees	16,188	-	16,188
Contractors and consultants	10,620	1,331	11,951
Telephone, internet, fax and cable	11,530	240	11,770
Rent	10,545	-	10,545
Conferences and meetings	7,474	2,740	10,214
Liability insurance	9,800	177	9,977
Maintenance, cleaning and inspections	7,298	1,825	9,123
Training	6,582	1,154	7,736
Depreciation	7,500	-	7,500
Program materials	6,513	-	6,513
Small equipment	6,026	470	6,496
Printing	5,472	41	5,513
Technology	2,500	1,862	4,362
Bank charges	-	4,338	4,338
Postage and shipping	2,615	46	2,661
Payroll processing service	-	2,355	2,355
Advertising	1,810	318	2,128
Property insurance	1,081	361	1,442
	<hr/>	<hr/>	<hr/>
Total	\$ 1,092,015	\$ 164,411	\$ 1,256,426

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 602,428	\$ 130,228	\$ 732,656
Payroll taxes	45,332	9,800	55,132
Employee benefits	61,478	13,313	74,791
Program activities	54,662	-	54,662
Program travel	44,964	382	45,346
Contractors and consultants	30,992	-	30,992
Food and supplies	29,486	1,504	30,990
Conferences and meetings	22,541	150	22,691
Heat and utilities	18,720	985	19,705
Small equipment	12,333	1,902	14,235
Telephone, internet, fax and cable	13,796	81	13,877
Maintenance, cleaning and inspections	10,191	2,150	12,341
Accounting fees	12,242	-	12,242
Rent	8,995	-	8,995
Liability insurance	8,027	-	8,027
Depreciation	7,717	-	7,717
Printing	5,672	299	5,971
Program materials	5,800	-	5,800
Advertising	5,135	250	5,385
Training	5,045	-	5,045
Technology	2,500	1,745	4,245
Bank charges	-	3,205	3,205
Postage and shipping	2,146	76	2,222
Payroll Processing Service	-	2,165	2,165
Property insurance	989	335	1,324
Interest expense	-	182	182
Other	133	75	208
	<u> </u>	<u> </u>	<u> </u>
Total	\$ 1,011,324	\$ 168,827	\$ 1,180,151

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that empowers and educates children and families so they can overcome obstacles to healthy family development while providing access to social and educational services to underserved North Country populations. Primary programs include:

home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

afterschool programs that supports the academic, social and emotional developmental needs of students in grades K-8; and,

an IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to a continuum of the population with a focus on maximizing income tax refunds and earned income tax credits for all individuals entitled to claim such credits.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Board designated unrestricted net assets consist of cash and cash equivalents which are to be used only with a specific vote of the board.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Resource Center. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Resource Center reports expirations of donor restrictions when the donated or acquired long-lived

assets are placed in service. The Resource Center reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Resource Center. Generally, the donors of these assets permit the Resource Center to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2017 and 2016, the Resource Center had unrestricted and permanently restricted net assets.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$2,500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or

time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained, but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately \$10 - \$16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2017 and 2016 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Subsequent Events

Subsequent events have been evaluated through September 13, 2017, which is the date that the financial statements were available to be issued.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

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

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

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

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

At June 30, 2017 and 2016, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2017 and 2016.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. **DEMAND NOTE PAYABLE**

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to \$75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2017 and 2016, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.20%. There were no balances outstanding as of June 30, 2017 and 2016.

3. **AGENCY DEPOSITS**

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2017 and 2016 were \$22,187 and \$22,181, respectively.

The Resource Center serves as a fiscal agent for the North Country Veterans Committee. The committee performs extensive outreach, education and awareness throughout the North Country of New Hampshire in building a stronger safety net for North Country veterans and their families. The amounts held on behalf of the committee as of June 30, 2017 and 2016 were \$3,396 and \$4,140, respectively.

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2017 and 2016 totaled \$29,260 and \$22,448, respectively.

5. **CONCENTRATION OF CREDIT RISK - CASH**

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2017 and 2016. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2017 and 2016, there were no cash balances in excess of FDIC coverage.

6. **UNRESTRICTED NET ASSETS - DESIGNATED**

By vote of the Board of Directors, funds have been designated for long term building maintenance. Unrestricted net assets designated by the board was \$16,835 and \$14,627 at June 30, 2017 and 2016, respectively.

7. **OPERATING LEASE OBLIGATIONS**

The Organization has entered into a one-year operating lease agreement to rent satellite office space. The Organization also rents various other office space on a month to month basis. Rent expense under these agreements aggregated \$10,545 and \$8,995 for the years ended June 30, 2017 and 2016, respectively.

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

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2018	<u>\$ 5,500</u>

8. **INVESTMENTS**

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2017 and 2016 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	<u>Excess of Market Over Cost</u>	<u>Investment Income</u>
2017	Bank of America	\$181,136	\$203,775	\$22,639	\$4,872
2016	Bank of America	\$153,575	\$177,573	\$23,987	\$4,448

9. **PERMANENTLY RESTRICTED NET ASSETS**

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. During 2013, the Resource Center began taking allowable distributions from the fund. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an

enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the endowment fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the endowment fund at any given time.

As of June 30, 2017 and 2016, the endowment fund was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2017 and 2016 was as follows:

	Balances as of June 30, 2016	Activity for the Year Ended June 30, 2017	Balances as of June 30, 2017
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	38,464	4,872	43,336
Realized gain	27,740	12,122	39,862
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(24,646)	(4,153)	(28,799)
Unrealized gain (loss)	<u>23,987</u>	<u>(1,348)</u>	<u>22,639</u>
	<u>\$ 199,764</u>	<u>\$ 11,493</u>	<u>\$ 211,257</u>

	Balances as of June 30, 2015	Activity for the Year Ended June 30, 2016	Balances as of June 30, 2016
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	34,016	4,448	38,464
Realized gain	24,951	2,789	27,740
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(21,623)	(3,023)	(24,646)
Unrealized gain (loss)	<u>24,774</u>	<u>(787)</u>	<u>23,987</u>
	<u>\$ 196,337</u>	<u>\$ 3,427</u>	<u>\$ 199,764</u>

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	42106802	\$ 8,471
Promoting Safe and Stable Families	93.556	42107306	38,972
Social Services Block Grant	93.667	42106603	146,129
Temporary Assistance for Needy Families	93.558	45030206	68,723
Maternal & Child Health Services Block Grant for States	93.994	90004009	10,402
			<u>272,697</u>
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	05-95-90-902010-5896	86,340
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	05-95-90-902010-0831	155,077
			<u>241,417</u>
Passed through Easter Seals			
Medical Assistance Program	93.778	None	7,509
Total U.S. Department of Health and Human Services			<u>\$ 521,623</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through State of New Hampshire Department of Education			
Twenty-First Century Community Learning Centers	84.287	76227	\$ 224,607
Twenty-First Century Community Learning Centers	84.287	76282	196,979
Total U.S. Department of Education			<u>\$ 421,586</u>
Total expenditures of federal awards			<u>\$ 943,209</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis Indirect cost rate allowed under Uniform Guidance.

FAMILY RESOURCE CENTER AT GORHAM

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

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 13, 2017.

Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did

not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

*Leone, McDonnell + Roberts
Professional Association*

September 13, 2017
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

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

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2017. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Family Resource Center at Gorham's compliance.

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control Over Compliance

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

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

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

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

*Heane, McDonnell & Roberts
Professional Association*

September 13, 2017
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2017**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Family Resource Center at Gorham.
2. No significant deficiencies relating to the audit of the financial statements reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The program tested as a major program was: U.S. Department of Education; 21st Century Community Learning Centers, CFDA – 84.287.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS–MAJOR FEDERAL AWARD PROGRAM AUDIT

None

the family resource center

123 Main Street Gorham, NH 03581 603-466-5190
Offices in Lancaster Colebrook and Litchton - www.frct23.org

The Family Resource Center at Gorham 2018 BOARD OF DIRECTORS

Heidi Barker, President
UNH Cooperative Extension
Lancaster, NH 03584

Linda Lamirande, Treasurer
Accountant
Milan, NH 03588

Nathan Morin, Vice President
North Country Health Consortium
Berlin, NH 03570

Bridget Laflamme
Coos County Family Health
Berlin, NH 03570

Lucie Remillard, Secretary
Casa NH / Berlin City Councilor
Berlin, NH 03570

Anne Barber
Family Attorney-at-Law
Conway, NH 03818

Donna Piet
Family Services Specialist
Berlin, NH 03570

Karen Moore
Berlin Schools Title I Project Manager
Shelburne, NH 03582

Vicky McGillicuddy
Resident
Gorham, NH 03581

Anne-Marie Labonte
Resident
Berlin, NH 03581

- Responsible for social media communications various platforms along with traditional communications such as radio, newspaper, television and frequent speaking engagements throughout the state
- Provided additional supports, trainings and resources as needed to ensure continued personal growth and effectiveness of volunteers

2012 – 2013 Tri-County Cap, Berlin, NH Employment Specialist

- Worked closely and effectively with NH Employment Program teams in both the Berlin and Littleton District Offices to oversee appropriateness of placement with career path and intervene when issues / potential conflict arose. Provided job coaching and reinforcement to clients
-

2005– 2012 Northern Human Services, Berlin, NH Case Manager

- Through community based services, assisted people with a major mental illness manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, coordinating services, advocacy, crisis intervention, referrals, service monitoring and outreach
- Facilitated evidence based practice group, "Illness, Management and Recovery." This site was awarded highest fidelity in state with this pilot group
- Carried a niche caseload of clients who historically were unsuccessful of engaging in traditional treatment by effectively employing interventions based on evidence based practices specific to the individuals

**2000 – 2005 The Wentworth, Jackson, NH Director of Sales, 2002 – 2005
Dining Room Manager, 2000 -2002**

- Oversaw the execution of successful, quality events by effective coordination and supervision of multiple departments. Developed marketing strategies to brand hotel as an elegant country inn and premiere venue for luxurious weddings and upscale corporate retreats
- Hired, trained and managed all dining room, event and bar staff. Developed and implemented appropriate training procedures to acquire and maintain prestigious four diamond status restaurant
- Gained trust and respect of employees I supervised as well as other managers to be able to improve overall morale and milieu within Food and Beverage Department as well as the other Departments so that teamwork and efficiency drastically improved and turnover decreased
- Responsible for controlling labor and costs while providing exceptional product and outstanding customer service
- Exceeded aggressive budgeted revenues across all categories every year while achieving many record months and years.

○ Education

Rivier College, B.A., Psychology

○ Community Involvement

2014 Co-recipient of the Gus Rooney Award Former Therapeutic foster care provider
Soccer coach for North Country Soccer League Former Berlin Planning Board Member
Coach / coordinator for Young Athlete Program Former Berlin City Councilor



Peggy Lee Brickley

[REDACTED]

[REDACTED]

[REDACTED]

PROFESSIONAL EXPERIENCE

The Family Resource Center at Gorham

2014-Present

Programs Administrator

Provide administrative services to the Family Support Program. Responsibilities include but are not limited to preparation of Medicaid billing and correspondence, support bookkeeper and Executive Director as needed, preparation of time sheets.

Old Republic Title Insurance Company

2011-2012

Title Examiner

Examined, analyzed and evaluated records of titles of real estate properties. Assigned title search orders to title searchers and monitored orders to ensure turnaround requirements were met. Examined title documents filed in the public records and prepared final title reports for real estate transactions.

Bank of America

2010-2011

Customer Assistance/Collections

Negotiated account resolution and accurately implemented and documented actions within the collection systems while maintaining company performance and productivity standards.

Delaware Title Services, LLC

2007-2008

Self Employed

2004-2010

First American Title Insurance Company

2001-2004

Gregory W. Williams, PA

1998-2001

Hudson, Jones, Jaywork, Williams & Liguori

1996-1998

Title Searcher

Prepared data and filed documents necessary for property settlements. Reviewed titles for liens, encumbrances and judgments. Documented all right of ways, easements, and recorded surveys affecting properties. Recorded applicable mortgages, deed transfers and parcel plots.

EDUCATION

Delaware Technical & Community College, Georgetown, DE

2000

Associates Applied Science Business Admin - Graduated Magna Cum Laude

Mt. Pleasant High School, Wilmington, DE

1986

Diploma

GABRIELLE LEPINE

PROFESSIONAL SUMMARY

Self-directed and innovative thinker with a skill for developing creative solutions to complex problems.

SKILLS

Supervisor & Leadership skills

Time Management

Proficient in Microsoft Word, Excel, & PowerPoint

Able to work under pressure

WORK HISTORY

The Family Resource Center at Gorham – Gorham, NH

Supervisor & Growing Great Kids Coach, 05/2017 to Current

Family Support Specialist, 03/2016 to Current

Provide in home support to at risk families ·

Create support plans based on family's needs including: budgeting assistance, parenting skills, child development, and referrals to outside services.

Use reflective and active listening skills, practice high confidentiality, record keeping, and provide creativity and flexibility with planning for each family

EDUCATION

Bachelor of Science: Health Science , 2015

New England College - Henniker, NH

CERTIFICATIONS

Growing Great Kids / Growing Great Families evidence-based curriculum trained ages 0-3 & 3-5 certified

Trained in Motivational Interviewing; an evidence-based counseling approach to health care

Healthy Families America; evidence-based model certified Family Support Worker

Healthy Families America; evidence-based model certified Parent Survey / Community Outreach Worker / (Supervisor)

Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children trained

Parents Interacting with Infants and Toddlers (PI-WI) trained/ PIWI 2.0 (supervisors) trained

Annette Lucas

Objective

Work Experience

01/2016- Present Family Resource Center at Gorham Lancaster, NH

Healthy Families America Family Support Specialist- Full Time

- Provide in home support to at risk families
- Create support plans based on family's needs including: budgeting assistance, parenting skills, child development, and referrals to outside service agencies.
- Use reflective and active listening skills, practice confidentiality, record keeping, and provide creativity and flexibility with planning for each family.
- Implementing curriculum based activities to support parent- child interaction, child abuse prevention, and assisting in promotion of self, home, family and community health

08/2014- 05/2016 Century 21 Winn Associates Littleton, NH

Property Manager- Full Time

- List, advertise and present rental properties to potential tenants.
- Verify references and complete Credit Checks
- Collect, record and follow-up on all lease fees due
- Develop, coordinate, and participate weekly staff meetings
- Positive communication with Home Buyers and Sellers
- Maintain Seller and Buyer contracts
- General Office Practice and Procedures

06/2009 – 02/2011 Tri-County CAP, Inc. Whitefield, NH

Staff Guardian – Full Time

- Advocate for developmentally and mentally disabled client's that are wards of the state
- Maintain records and documentation in a manner that reflects current status of ward
- Meet with treatment team and provide wrap around services to wards
- Complete guardianship report and plans in accordance with State and Program requirements

Education

1981 Graduate of White Mountain Regional High School

Certification's and Trainings

- Peer Recovery Coach-Connecticut Community for Addiction Recovery CCAR
- PIWI and PIWI 2.0 Certified
- Adult Mental Health First Aid USA
- Youth Mental Health First Aid USA
- Standards of Quality for Family Strengthening & Support
- Parent Advocacy
- Healthy Families of America Home Visitor Certification
- Healthy Families of America Assessment Worker Certification
- Growing Great Kids Curriculum Certification
- Therapeutic Crisis Intervention
- More training certifications available upon request
- Complex Trauma and Attachment

Marlo Norris

Personal Skills

Creative and flexible solutions to kids' problems through motivational interviewing; A solution-based and non-judgemental approach toward individuals; The ability to put people at their ease

Experience

April 2016 - PRESENT

Family Resource Center, Littleton, NH - Parent Educator

- Create support plans based on family's needs including: parenting skills, child development, and referrals to outside services.
- Use reflective and active listening skills, practice high confidentiality, and provide creativity and flexibility with planning for each family.

FIVE YEARS

Bethlehem Recreation Program, Bethlehem, NH - Lead Arts & Crafts Counselor

- Designed daily calendar of activities including cooking, fiber arts, jewelry making, soft metal working, candle making, making toys from recycling, glass painting, drawing and more.
- Projects involved basic principles of art and science.
- Planned lessons and utilized step-by-step procedures for k-5th grade kids to follow, so as to promote their independent learning.

Education

B.A. In Visual Arts

Certificates

- Motivational Interviewing Techniques - An Evidence-Based Counseling Approach to Health Care
- Growing Great Kids / Growing Great Families - GGK Level I
- Standards of Childcare Practice
- ASQ 3 and ASQ SE 2

Trainings

- Parents Interacting with Infants and Toddlers (PIWI)
- Zero to Three: Understanding Child and Family Trauma, Toxic Stress and Substance Abuse Issues
- Mental Health Response - National Alliance on Mental Illness
- Children of Incarcerated Parents Program - Child and Family Services
- Youth Mental Health First Aid Training
- Parents as Teachers evidence-based curriculum and model trained and certified
- Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jen Buteau	Director of Family Supports	50,000	14	7,000
Open	Program Coordinator	32,778	100	32,778
Gabrielle Lepine	Family Support Specialist Supervisor	32,796.4	12	3,935.56
Annette Lucas	Family Support Specialist	28,210	15	4,231.50
Marlo Norris	Family Support Specialist	27,755	13	3,610.75
Gina Belanger	Nurse	41,860	5	2,093
Open	Family Support Specialist	28,210	85	22,492.10