



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Marcella Jordan Bobinsky
Acting Director

June 13, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals in an amount not to exceed \$2,102,199, effective July 1, 2016 or upon approval of Governor and Executive Council, whichever is later, through June 30, 2018. 100% Federal Funds.

Table with 4 columns: Vendor, Vendor Code, Address, Amount. Lists vendors like Community Action Partnership of Belknap and Merrimack Counties, Child and Family Services of New Hampshire, etc.

Funds are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon availability and continued appropriation of funds in the future operating budget...

05-95-90-902010-0831 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA MIEC HOME VISITING

Table with 5 columns: Fiscal Year, Class, Title, Activity Code, Amount. Shows breakdown for 2017 and 2018.

EXPLANATION

The purpose of this request is to enter into agreements with the four (4) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs.

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

These contracts were competitively bid. A Request for Proposal was posted on the Department's website on December 16, 2015 through February 5, 2016. Four (4) proposals were received. A team of individuals with extensive program knowledge reviewed the proposals. All four (4) vendors were selected. The bid summary is attached.

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

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

These vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs available in their community.

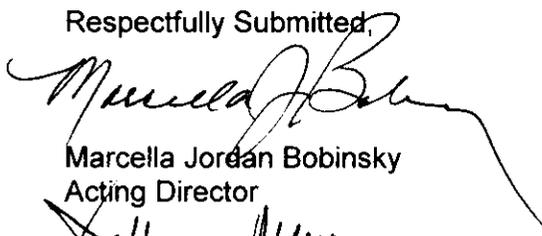
Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive the proper education and access to the resources necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA); FAIN # D89MC26361 (Sept 1, 2013 through Sept 30, 2016) FAIN # D89MC28272 (Mar 1, 2015 through Sept 30, 2017)

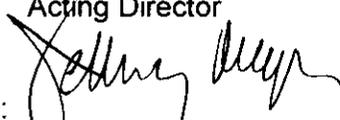
In the event that federal funds become no longer available, general funds will not be requested to support these agreements.

Respectfully Submitted,



Marcella Jordan Bobinsky
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

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

(RFP) # 17-DHHS-DPHS-MCH-01

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Child and Family Services of New Hampshire - Hillsborough County
2. Child and Family Services of New Hampshire - Merrimack County
3. Child and Family Services of New Hampshire- Rockingham County
4. Community Action Program Belknap and Merrimack Counties, Inc.
5. VNA at HCS, Inc.
6. The Family Resource Center at Gorham

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 265 | 206 |
| | 265 | 206 |
| | 265 | 206 |
| | 265 | 231 |
| | 265 | 166 |
| | 265 | 232 |

1. Heidi Petzold, DPHS, Comm Hlth Svcs, Prog Specialist
2. Courtney Ferraro, DPHS, Comm Hlth Svcs, Prog Specialist
3. Kerry Wiley, BDS, Spcl Med Svcs, Program Specialist
4. P. J. Nadeau, DHHS Finance Administrator
5. John Harrington, DCYF, Program Specialist
- 6.
- 7.
- 8.

Subject: Home Visiting New Hampshire - Health Families America (17-DHHS-DPHS-MCH-01-01)

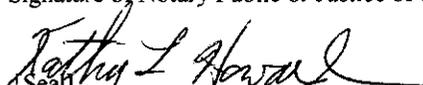
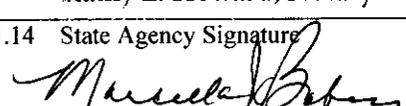
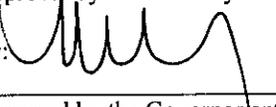
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|-----------------------------------|
| 1.1 State Agency Name Department of Health & Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301 | |
| 1.3 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc. | | 1.4 Contractor Address PO Box 1016 2 Industrial Park Drive Concord, NH 03302-1016 | |
| 1.5 Contractor Phone Number (603) 225-3295 | 1.6 Account Number 05-95-90-902010- 5896 0831 | 1.7 Completion Date June 30, 2018 | 1.8 Price Limitation \$254,170 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number (603) 271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director | |
| 1.13 Acknowledgement: State of New Hampshire, County of Merrimack On June 1, 2016, 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  <div style="float: right; text-align: right;"> KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018 </div> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Kathy L. Howard, Notary Public | | | |
| 1.14 State Agency Signature  Date: 6/8/16 | | 1.15 Name and Title of State Agency Signatory Marcella Bobinsky, Acting 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 Yule-Attorney 6/13/14 | | | |
| 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 R-Q
Date 6/1/16

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 RF
Date 6/1/16

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.



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

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

"This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant ^{MSB} women and newly parenting families with children up to the age three (3) in ~~Stafford County~~ ^{Belknap Merrimack Counties} to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
 - 2.1.1 Are first time mothers.
 - 2.1.2 Have low incomes.
 - 2.1.3 Are less than twenty-one (21) years of age.
 - 2.1.4 Have a history of child abuse or neglect or have had interactions with child welfare services.
 - 2.1.5 Have a history of substance abuse or need substance abuse treatment.
 - 2.1.6 Are users of tobacco products in the home.
 - 2.1.7 Have or have had children with low student achievement.
 - 2.1.8 Have children with developmental delays or disabilities.



Exhibit A Scope of Services

- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
 - 2.2.1 Accept referrals from referral sources that have been screened for services.
 - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
 - 2.3.1 Review the capacity report on a monthly basis.
 - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
 - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
 - 2.4.2 Foster respectful partnerships between parents and home visitors.
 - 2.4.3 Engage all family members and promote the involvement of all family members, including fathers/father figures, while explaining the importance of their role within the family.
 - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum. The Contractor shall ensure the nurse:
 - 2.5.1 Conducts one home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
 - 2.5.1.1 All health and nutritional recommendations.
 - 2.5.1.2 Signs and symptoms of premature labor.
 - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
 - 2.5.1.4 Risk factors including but not limited to:



Exhibit A
Scope of Services

- 2.5.1.4.1 History of depression.
- 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within three (3) months of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
 - 2.5.2.1 The Edinburgh screening for postpartum depression
 - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
 - 2.5.3.1 The maternal-infant attachment.
 - 2.5.3.2 Family planning.
 - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff:
 - 2.5.4.1 Prenatal visit.
 - 2.5.4.2 Within three (3) months postpartum.
 - 2.5.4.3 Follow up within two (2) weeks from the date of receiving positive results.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
 - 2.6.1 Use text messaging to communicate the scheduling of visits, as appropriate and preferred by the family.
 - 2.6.2 Reach out to families on a weekly basis using hand written notes at the family home to respectfully reach out to families who may not be home at the scheduled visit time.
 - 2.6.3 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
 - 2.6.3.1 Parent-infant relationship development.
 - 2.6.3.2 Newborn care and safety.
 - 2.6.3.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
 - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days when necessary as described in the HFA Model.



Exhibit A Scope of Services

- 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
- 2.7.3 Work to attain HFA Accreditation. The Contractor shall:
 - 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
 - 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.4 Implement, at minimum, one of the following curricula for home visits:
 - 2.7.4.1 Parents as Teachers (PAT) as an annually trained approved user.
 - 2.7.4.2 Growing Great Kids (GGK) with certification training.
- 2.7.5 Develop creative outreach efforts to engage families to receive services.
- 2.7.6 Provide services that support the parent, parent-child interaction and child development.
- 2.7.7 Coordinate with other local service providers including health care providers, social workers and early interventionists.
- 2.7.8 Collaborate with other early childhood serving agencies including those that provide home visiting and family support services.
- 2.7.9 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
 - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
 - 2.8.2 Documenting case notes for all home visits.
 - 2.8.3 Making referrals to other agencies, as appropriate.
 - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
 - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.



Exhibit A Scope of Services

- 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
 - 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
 - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
 - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
 - 3.1.1 Cultural Competency
 - 3.1.2 Reporting Child Abuse
 - 3.1.3 Home Safety
 - 3.1.4 Substance Abuse
 - 3.1.5 Managing Crisis Situations
 - 3.1.6 Domestic Violence
 - 3.1.7 Responding to Mental Health
 - 3.1.8 Drug-exposed infants
 - 3.1.9 Community services availability
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
 - 3.2.1 Weekly individual supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to:
 - 3.2.1.1 Completing home visits.
 - 3.2.1.2 Referrals.
 - 3.2.2 Bi-weekly team meetings for support, reflection and case review.
- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.



Exhibit A Scope of Services

- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
 - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
 - 3.5.2 MCH Home Visiting Meetings.
 - 3.5.3 MIECHV Staff Training.
 - 3.5.4 MCH Home visiting CQI coaching calls.

4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet the unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
 - 4.3.1 Highlights of program activities conducted.
 - 4.3.2 Goals for the following quarter.
 - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
 - 4.4.1 Information regarding accomplishments and challenges for the program.
 - 4.4.2 Systemic barriers.
 - 4.4.3 Action plans to address barriers.
 - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
 - 4.5.1 Quarter 1, July – September DUE 10/15/2016
 - 4.5.2 Quarter 2, October – December DUE 1/15/2017
 - 4.5.3 Quarter 3, January – March DUE 4/15/2017
 - 4.5.4 Quarter 4, April – June DUE 7/15/2017
 - 4.5.5 Annual, July – June DUE 7/30/2017



Exhibit A
Scope of Services

5. Deliverables

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The contractor shall maintain at least 85% of HFA defined capacity based on the number of Home visitors listed in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1st) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

**Exhibit A-1
Maternal and Child Health Title V
Home Visiting NH-Healthy Families America Report**

AGENCY NAME: _____ SERVICE AREA: _____

REPORT COMPLETED BY: _____ Quarterly Report Annual Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|---|-----------------------------|
| | | Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum. SFY 16 Target <u>70%</u> | |
| | EVALUATION ACTIVITIES | Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ | |

Contractor Initials: DE
Date: 6/1/16

**Exhibit A-1
Maternal and Child Health Title V
Home Visiting NH-Healthy Families America Report**

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|------------------------------|---|-----------------------------|
| | | Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline. | |
| | EVALUATION ACTIVITIES | SFY 15 Actual is baseline _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ | |

Contractor Initials:
Date: 6/15/16

**Exhibit A-1
Maternal and Child Health Title V
Home Visiting NH-Healthy Families America Report**

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|--|-----------------------------|
| | | Performance Measure #3 (HFA Standard 6-7.A): 95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3. | |
| | EVALUATION ACTIVITIES | SFY 16 Target <u>95%</u> | |
| | | <hr/> Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ <hr/> | |

Contractor Initials: AQ
Date: 6/1/16

**Exhibit A-1
Maternal and Child Health Title V
Home Visiting NH-Healthy Families America Report**

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

Contractor Initials: AS
 Date: 6/1/16



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.505 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget and Exhibit B-2, Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services
Division of Public Health Services
Financial Administrator
29 Hazen Drive
Concord, NH 03301

E-mail: dphscontractbilling@dhhs.state.nh.us
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1 and B-2, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

RQ
6/1/16

Exhibit B-1 Budget

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

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

Budget Request for: Home Visiting New Hampshire - Healthy Family America

Budget Period: July 1, 2016 through June 30, 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---------------------------------------|----------------------|----------------|----------------------|--------------------------|----------------|-------------|-------------------------------|----------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 70,347.00 | \$ - | \$ 70,347.00 | \$ - | \$ - | \$ - | \$ 70,347.00 | \$ - | \$ 70,347.00 |
| 2. Employee Benefits | \$ 37,128.00 | \$ - | \$ 37,128.00 | \$ - | \$ - | \$ - | \$ 37,128.00 | \$ - | \$ 37,128.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 910.00 | \$ - | \$ 910.00 | \$ - | \$ - | \$ - | \$ 910.00 | \$ - | \$ 910.00 |
| 5. Supplies | \$ 860.00 | \$ - | \$ 860.00 | \$ - | \$ - | \$ - | \$ 860.00 | \$ - | \$ 860.00 |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 740.00 | \$ - | \$ 740.00 | \$ - | \$ - | \$ - | \$ 740.00 | \$ - | \$ 740.00 |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 750.00 | \$ - | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ - | \$ 750.00 |
| 11. Staff Education and Training | \$ 3,500.00 | \$ - | \$ 3,500.00 | \$ - | \$ - | \$ - | \$ 3,500.00 | \$ - | \$ 3,500.00 |
| 12. Subcontracts/Agreements | \$ 10,000.00 | \$ - | \$ 10,000.00 | \$ - | \$ - | \$ - | \$ 10,000.00 | \$ - | \$ 10,000.00 |
| 13. Other (specify details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ 1,550.00 | \$ - | \$ 1,550.00 | \$ - | \$ - | \$ - | \$ 1,550.00 | \$ - | \$ 1,550.00 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 127,088.00 | \$ - | \$ 127,088.00 | \$ - | \$ - | \$ - | \$ 127,088.00 | \$ - | \$ 127,088.00 |

Indirect As A Percent of Direct

0.0%

Contractor Initials

Date

Handwritten initials and date: 6/1/17

Exhibit B-2 Budget

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

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

Budget Request for: Home Visiting New Hampshire - Healthy Family America

Budget Period: July 1, 2017 through June 30, 2018

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHHS contract share | | |
|---------------------------------------|--------------------|----------------|---------------|--------------------------|----------------|-------|--------------------------------|----------------|---------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 70,347.00 | \$ - | \$ 70,347.00 | \$ - | \$ - | \$ - | \$ 70,347.00 | \$ - | \$ 70,347.00 |
| 2. Employee Benefits | \$ 37,128.00 | \$ - | \$ 37,128.00 | \$ - | \$ - | \$ - | \$ 37,128.00 | \$ - | \$ 37,128.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 910.00 | \$ - | \$ 910.00 | \$ - | \$ - | \$ - | \$ 910.00 | \$ - | \$ 910.00 |
| 5. Supplies | \$ 960.00 | \$ - | \$ 960.00 | \$ - | \$ - | \$ - | \$ 960.00 | \$ - | \$ 960.00 |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 740.00 | \$ - | \$ 740.00 | \$ - | \$ - | \$ - | \$ 740.00 | \$ - | \$ 740.00 |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 750.00 | \$ - | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ - | \$ 750.00 |
| 11. Staff Education and Training | \$ 3,500.00 | \$ - | \$ 3,500.00 | \$ - | \$ - | \$ - | \$ 3,500.00 | \$ - | \$ 3,500.00 |
| 12. Subcontracts/Agreements | \$ 10,000.00 | \$ - | \$ 10,000.00 | \$ - | \$ - | \$ - | \$ 10,000.00 | \$ - | \$ 10,000.00 |
| 13. Other (specify details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ 1,650.00 | \$ - | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ 1,650.00 | \$ - | \$ 1,650.00 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 127,888.00 | \$ - | \$ 127,888.00 | \$ - | \$ - | \$ - | \$ 127,888.00 | \$ - | \$ 127,888.00 |

Indirect As A Percent of Direct 0.0%

Contractor Initials: *A-R*
Date: *6/1/16*



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;

Contractor Initials AR
Date 10/1/16



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

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

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



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

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

[Handwritten Signature]
[Handwritten Date: 6/1/16]



REVISIONS TO GENERAL PROVISIONS

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

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[Handwritten date: 6/1/16]



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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10/1/16



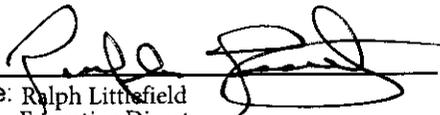
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

June 1, 2016
Date


Name: Ralph Littlefield
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

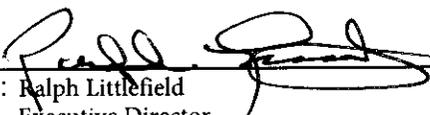
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

June 1, 2016
Date


Name: Ralph Littlefield
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]
[Handwritten Date]



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:

June 1, 2016
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials R-L
Date 6/1/16



**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

Date

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:

June 1, 2016
Date

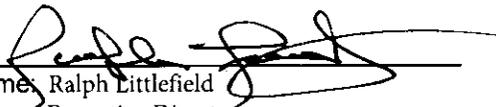

Name: Ralph Littlefield
Title: Executive Director

Exhibit G

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

Contractor Initials R-L

Date 6/1/16



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:

June 1, 2016
Date


Name: Ralph Littlefield
Title: Executive Director

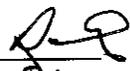
Contractor Initials 
Date 6/1/16



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

RR

6/1/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

[Handwritten Signature]
[Handwritten Date: 6/1/16]



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.

R-9

6/1/16



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.

New Hampshire
Dept of Health & Human Services
 The State

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

Marcella J. Bobinsky
 Signature of Authorized Representative

Ralph Littlefield
 Signature of Authorized Representative

Marcella J. Bobinsky
 Name of Authorized Representative

Ralph Littlefield
 Name of Authorized Representative

Acting Director
 Title of Authorized Representative

Executive Director
 Title of Authorized Representative

June 8, 2016
 Date

June 1, 2016
 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:

June 1, 2016
Date


Name: Ralph Littlefield
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: _____
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-a
6/1/16

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2016

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/14/2016, such authority to be in force and effect until 6/30/2018 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 1st day of June, 2016.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 1st day of June, 2016, before me, Kathy L Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


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

Commission Expiration Date:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

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

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

| | | | |
|---|--|---|---------------------|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A National Union Fire Insurance | NAIC # 19445 |
| | | INSURER B AmGuard Ins Co | 42390 |
| | | INSURER C Hanover Ins Co. | |
| | | INSURER D NHMMJUA | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 15-16 All w/ 16-17 Crime **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | 29-LX-067991165-0 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 29-CA-084608752-0 | 10/1/2015 | 10/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 29-UD-016698260 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | COWC600560 (3a.) NH All officers included | 6/17/2016 | 6/17/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Blanket Crime | | BDV1945863 | 3/27/2016 | 3/27/2017 | Limit: 500,000 |
| D | Professional | | NBJUA11882 | 12/30/2015 | 12/30/2016 | Limit: 1,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Sharpe/JSC |
|---|--|

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Community Action Program Belknap—Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

CAPBMC1 Statement of Purpose

ALTON
Senior Center 875-7182
Prospect View Housing 875-3111

BELMONT
Senior Center 267-9887
Heritage Terr. Housing 267-8801

BRADFORD
Senior Center 938-2184

CONCORD
Area Center 225-8880
Head Start 224-6492
Early Head Start 224-6492
Concord Area
Meals-on-Wheels 225-9082
Concord Area Transit 225-1989
Horseshoe Pond Place 228-8966
WIC/SFP 225-2080
Workplace Success 223-2306

EPSOM
Meadow Brook Housing 738-8250

FRANKLIN
Area Center 934-3444
Head Start 934-2161
Early Head Start 934-2161
Senior Center 934-4151
Riverside Housing 934-5340

KEARSARGE VALLEY
Area Center 458-2207
Head Start 458-2208
North Ridge Housing 456-3398

LACONIA
Area Center 524-5512
Head Start 528-8334
Early Head Start 528-8334
Senior Center 524-7889
Family Planning 524-6453
Prenatal 524-6453
Winnepesaukee Transit 528-2496
Workplace Success 524-4367

MEREDITH
Area Center 278-4096

NEWBURY
Newbury Commons
Housing 763-0360

OSSIPEE
Family Planning 539-7852
Prenatal 539-7552

PEMBROKE
Village at Pembroke Farms
Housing 485-1842

PITTSFIELD
Senior Center 435-8482
Head Start 435-8618
Early Head Start 435-8611

SUNCOOK
Area Center 485-7824
Senior Center 485-4254

TILTON
Senior Center 527-5291

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

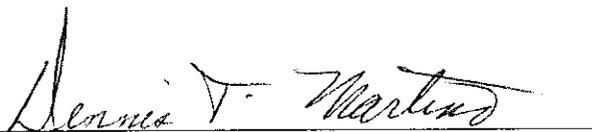
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 14, 2016, and has not been amended or revoked and remains in effect as of the date listed below.

June 1, 2016

Date



Dennis T. Martino
Secretary/Clerk

SEAL

financial statements

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2015 and 2014, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2015.

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 entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2015 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedules of revenues and expenditures, and refundable advances are 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 October 2, 2015, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell + Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2015 AND 2014

| | <u>ASSETS</u> | |
|---|-----------------------------------|---------------------|
| | <u>2015</u> | <u>2014</u> |
| CURRENT ASSETS | | |
| Cash | \$ 663,946 | \$ 1,048,391 |
| Accounts receivable | 2,905,020 | 2,635,718 |
| Prepaid expenses | <u>221,988</u> | <u>233,047</u> |
| Total current assets | <u>3,790,954</u> | <u>3,917,156</u> |
| PROPERTY | | |
| Land, buildings and improvements | 4,618,289 | 4,618,289 |
| Equipment, furniture and vehicles | <u>5,912,869</u> | <u>6,153,197</u> |
| Total property | 10,531,158 | 10,771,486 |
| Less accumulated depreciation | <u>(6,515,032)</u> | <u>(6,393,172)</u> |
| Property, net | <u>4,016,126</u> | <u>4,378,314</u> |
| OTHER ASSETS | | |
| Investments | 70,897 | 94,439 |
| Due from related party | <u>139,441</u> | <u>139,441</u> |
| Total other assets | <u>210,338</u> | <u>233,880</u> |
| TOTAL ASSETS | <u>\$ 8,017,418</u> | <u>\$ 8,529,350</u> |
| | <u>LIABILITIES AND NET ASSETS</u> | |
| CURRENT LIABILITIES | | |
| Current portion of notes payable | \$ 145,551 | \$ 137,236 |
| Accounts payable | 1,629,667 | 1,578,759 |
| Accrued expenses | 993,053 | 1,120,302 |
| Refundable advances | <u>916,503</u> | <u>912,848</u> |
| Total current liabilities | 3,684,774 | 3,749,145 |
| LONG TERM LIABILITIES | | |
| Notes payable, less current portion shown above | <u>1,465,279</u> | <u>1,608,954</u> |
| Total liabilities | <u>5,150,053</u> | <u>5,358,099</u> |
| NET ASSETS | | |
| Unrestricted | 2,317,222 | 2,629,700 |
| Temporarily restricted | <u>550,143</u> | <u>541,551</u> |
| Total net assets | <u>2,867,365</u> | <u>3,171,251</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 8,017,418</u> | <u>\$ 8,529,350</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2015
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2014

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2015 Total</u> | <u>2014 Total</u> |
|--|---------------------|-----------------------------------|-----------------------|-----------------------|
| REVENUES AND OTHER SUPPORT | | | | |
| Grant awards | \$ 16,673,978 | | \$ 16,673,978 | \$ 16,799,982 |
| Other funds | 3,310,600 | \$ 2,442,312 | 5,752,912 | 7,487,335 |
| In-kind | 848,954 | | 848,954 | 793,868 |
| United Way | <u>94,850</u> | | <u>94,850</u> | <u>86,102</u> |
| Total revenues and other support | 20,928,382 | 2,442,312 | 23,370,694 | 25,167,287 |
| NET ASSETS RELEASED FROM RESTRICTIONS | | | | |
| | <u>2,433,720</u> | <u>(2,433,720)</u> | | |
| Total | <u>23,362,102</u> | <u>8,592</u> | <u>23,370,694</u> | <u>25,167,287</u> |
| EXPENSES | | | | |
| Compensation | 8,177,739 | | 8,177,739 | 8,042,123 |
| Payroll taxes and benefits | 2,186,454 | | 2,186,454 | 2,398,215 |
| Travel | 295,726 | | 295,726 | 289,138 |
| Occupancy | 1,297,227 | | 1,297,227 | 1,195,834 |
| Program services | 8,923,081 | | 8,923,081 | 10,867,215 |
| Other costs | 1,530,175 | | 1,530,175 | 1,771,081 |
| Depreciation | 415,224 | | 415,224 | 455,359 |
| In-kind | <u>848,954</u> | | <u>848,954</u> | <u>793,868</u> |
| Total expenses | <u>23,674,580</u> | | <u>23,674,580</u> | <u>25,812,833</u> |
| CHANGE IN NET ASSETS | (312,478) | 8,592 | (303,886) | (645,546) |
| NET ASSETS, BEGINNING OF YEAR | <u>2,629,700</u> | <u>541,551</u> | <u>3,171,251</u> | <u>3,816,797</u> |
| NET ASSETS, END OF YEAR | <u>\$ 2,317,222</u> | <u>\$ 550,143</u> | <u>\$ 2,867,365</u> | <u>\$ 3,171,251</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014**

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ (303,886) | \$ (645,546) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 415,224 | 455,359 |
| (Gain) loss on sale of property | (22,350) | 4,514 |
| Loss on investment | 32,335 | |
| (Increase) decrease in current assets: | | |
| Accounts receivable | (269,302) | 849,143 |
| Prepaid expenses | 11,059 | 191,320 |
| Increase (decrease) in current liabilities: | | |
| Accounts payable | 50,908 | (443,293) |
| Accrued expenses | (127,249) | (59,324) |
| Refundable advances | <u>3,655</u> | <u>(157,176)</u> |
| NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES | <u>(209,606)</u> | <u>194,997</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Additions to property | (60,450) | (214,202) |
| Investment in partnership | (8,793) | (12,020) |
| Proceeds from sale of property | <u>29,764</u> | <u>1,700</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(39,479)</u> | <u>(224,522)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Repayment of long term debt | <u>(135,360)</u> | <u>(127,536)</u> |
| NET CASH USED IN FINANCING ACTIVITIES | <u>(135,360)</u> | <u>(127,536)</u> |
| NET DECREASE IN CASH | (384,445) | (157,061) |
| CASH BALANCE, BEGINNING OF YEAR | <u>1,048,391</u> | <u>1,205,452</u> |
| CASH BALANCE, END OF YEAR | \$ <u>663,946</u> | \$ <u>1,048,391</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest: | \$ 139,724 | \$ 118,011 |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2015

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

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

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2015 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$550,143.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2014, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2011.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed

its tax position taken on its information returns for the years (2011 through 2014), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

Contributions

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

Contributed Services

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

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

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$848,954 in donated facilities, services and supplies for the year ended February 28, 2015 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$424,017 for the year ended February 28, 2015. .

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$413,905 for the year ended February 28, 2015.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$11,032 for the year ended February 28, 2015.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2015 amounted to \$34,336.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2015. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$916,503 as of February 28, 2015.

4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2015 totaled \$336,795.

5. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2015, the annual lease expense for the leased facilities was \$466,840.

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

| <u>Year Ended February 28</u> | <u>Amount</u> |
|-----------------------------------|-------------------|
| 2016 | \$ <u>107,483</u> |

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$415,819 at February 28, 2015.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28, 2015) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2015.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2015:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,108,079

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2015. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 390,829

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 91,766

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building.

| | |
|----------------------------------|---------------------|
| | 20,156 |
| Total | 1,610,830 |
| Less amounts due within one year | <u>145,551</u> |
| Long term portion | \$ <u>1,465,279</u> |

The scheduled maturities of long term debt as of February 28, 2015 were as follows:

| <u>Year Ending February 28</u> | <u>Amount</u> |
|------------------------------------|---------------------|
| 2016 | \$ 145,551 |
| 2017 | 154,380 |
| 2018 | 163,753 |
| 2019 | 173,709 |
| 2020 | 184,280 |
| Thereafter | <u>789,157</u> |
| | \$ <u>1,610,830</u> |

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2015:

| | |
|-------------------------------|---------------------|
| Land | \$ 168,676 |
| Building and improvements | 4,449,613 |
| Equipment and vehicles | <u>5,912,869</u> |
| | 10,531,158 |
| Less accumulated depreciation | <u>(6,515,032)</u> |
| Property and equipment, net | \$ <u>4,016,126</u> |

Depreciation expense for the year ended February 28, 2015 was \$415,224.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2015. Monitoring has not indicated any discrepancies.

11. CONCENTRATION OF RISK

For the year ended February 28, 2015, approximately \$10,600,000 (45%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2015, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2015, there were no deposits in excess of the uninsured limits.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2015, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

| <u>Restricted Purpose</u> | |
|---------------------------|-------------------|
| Senior Center | \$ 120,826 |
| Elder Services | 220,314 |
| NH Rotary Food Challenge | 5,071 |
| Common Pantry | 6,605 |
| Community Crisis | 3,578 |
| Caring Fund | 12,690 |
| Agency-FAP | 12,169 |
| Agency-H/S | 157,487 |
| Agency-FP/PN | 8,774 |
| FGP/SCP Assoc. Region 1 | 1,183 |
| Other Programs | <u>1,446</u> |
| | \$ <u>550,143</u> |

13. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

| | <u>Program</u> | <u>Management</u> | <u>Total</u> |
|----------------------------|----------------|-------------------|--------------|
| Salaries and wages | \$ 7,781,954 | \$ 395,785 | \$ 8,177,739 |
| Benefits and payroll taxes | 2,040,658 | 145,796 | 2,186,454 |
| Travel | 292,103 | 3,623 | 295,726 |
| Occupancy | 1,189,639 | 107,588 | 1,297,227 |
| Program services | 8,923,081 | | 8,923,081 |
| Other costs: | | | |
| Accounting fees | 16,416 | 32,670 | 49,086 |
| Legal fees | 1,770 | 592 | 2,362 |
| Supplies | 221,230 | 26,602 | 247,832 |

| | | | |
|---------------------------------------|----------------------|-------------------|----------------------|
| Postage and shipping | 59,481 | 1,099 | 60,580 |
| Equipment rental and maintenance | 1,691 | 2,591 | 4,282 |
| Printing and publications | 3,279 | 1,742 | 5,021 |
| Conferences, conventions and meetings | 6,889 | 5,945 | 12,834 |
| Interest | 126,452 | 13,272 | 139,724 |
| Insurance | 206,524 | 29,585 | 236,109 |
| Membership fees | 10,837 | 1,480 | 12,317 |
| Utility and maintenance | 5,042 | 53,514 | 58,556 |
| Other | 683,716 | 17,756 | 701,472 |
| Depreciation | 413,758 | 1,466 | 415,224 |
| In kind | 848,954 | | 848,954 |
| | <u>\$ 22,833,474</u> | <u>\$ 841,106</u> | <u>\$ 23,674,580</u> |

14. **RELATED PARTY TRANSACTIONS**

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2015.

15. **RECLASSIFICATION**

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

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$70,897 at February 28, 2015.

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

measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

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

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

At February 28, 2015, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

| | | |
|---|----|---------------|
| Beginning balance – mutual funds | \$ | 59,439 |
| Total gains (losses) - realized /unrealized | | 6,175 |
| Purchases | | <u>5,283</u> |
| | | |
| Ending Balance – mutual funds | \$ | <u>70,897</u> |

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

17. FISCAL AGENT

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

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2015, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2015

| FEDERAL GRANTOR/ PROGRAM TITLE | CFDA NUMBER | PASS THROUGH GRANTOR NUMBER | EXPENDITURES |
|---|----------------|--------------------------------------|-------------------|
| <u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u> | | | |
| Head Start | 93.600 | N/A | \$ 3,673,175 |
| Through State of New Hampshire | | | |
| Weatherization-HRRP | 93.568 | | 71,969 |
| Fuel Assistance | 93.568 | 611001 | 3,954,936 |
| Fuel Assistance-SCAS | 93.044 | 611001 | 7,018 |
| Title III Part C | 93.045 | 410338 | 479,147 |
| Community Services Block Grant | 93.569 | 610155 | 472,191 |
| Title XX - Block Grant | 93.667 | 410338 | 272,657 |
| Family Planning | 93.217 | 610237 | 91,766 |
| Family Planning | 93.553 | 610237 | 39,732 |
| Family Planning | 93.940 | 610237 | 7,010 |
| Title III Part B Rural Transportation | 93.044 | 410338 | 102,143 |
| Home Visiting | 93.505 | N/A | 72,753 |
| Prenatal | 93.994 | 520243 | 23,240 |
| Merrimack County Service Link Program | 93.324 | N/A | 14,591 |
| Merrimack County Service Link Program | 93.052 | N/A | 11,065 |
| Merrimack County Service Link Program | 93.607 | N/A | 32,143 |
| Merrimack County Service Link Program | 93.648 | N/A | 17,174 |
| Merrimack County Service Link Program | 93.071 | N/A | 5,915 |
| Merrimack County Service Link Program | 93.617 | N/A | 28,048 |
| Merrimack County Service Link Program | 93.779 | N/A | 2,348 |
| Senior Medicare Patrol Program Capacity Building | 93.043 | | 30,677 |
| Elder Services/NSIP | 93.053 | 410338 | 204,459 |
| Through Southern New Hampshire Services | | | |
| Workplace Success | 93.553 | N/A | 241,015 |
| Through Lakes Region Partnership for Public Health | | | |
| Marketplace Assister Services | 93.525 | | 55,891 |
| | | | <u>10,011,593</u> |
| <u>US DEPARTMENT OF AGRICULTURE</u> | | | |
| Through State of New Hampshire | | | |
| wIC | 10.557 | 611080 | 750,341 |
| CSFF | 10.556 | 611080 | 619,458 |
| Senior Farmers Market | 10.976 | | 86,513 |
| Surplus Food-TEFAP/Admin | 10.558 | N/A | 171,267 |
| Surplus Food-TEFAP | 10.559 | N/A | 1,620,598 |
| CACF Head Start/USDA | 10.556 | N/A | 209,373 |
| Summer Food-USDA | 10.559 | | 132,511 |
| | | | <u>3,590,063</u> |
| <u>CORPORATION FOR NATIONAL SERVICES</u> | | | |
| Senior Companion | 04.016 | N/A | 354,744 |
| <u>US DEPARTMENT OF TRANSPORTATION</u> | | | |
| Through State of New Hampshire | | | |
| Concord Area Transit | 20.509 | | 474,060 |
| Concord Area Transit-New Freedom | 20.521 | | 43,570 |
| Concord Area Transit | 20.513 | | 22,852 |
| Winnepesaukee Transit System | 20.509 | 68022 | 56,520 |
| Winnepesaukee Transit System | 20.521 | | 834 |
| Through County of Merrimack | | | |
| Rural Transportation | 20.515 | | 25,499 |
| Volunteer Driver Program | 20.515 | | 99,482 |
| | | | <u>723,917</u> |

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**Through New Hampshire Housing Finance Authority**

| | | | |
|----------------------------------|--------|--|---------|
| Statewide Lead Abatement Program | 14,900 | | 783,513 |
|----------------------------------|--------|--|---------|

Through State of New Hampshire

| | | | |
|-----------------------------|--------|-----|--------|
| Outreach Program | 14,235 | N/A | 81,631 |
| Emergency Solutions Grant | 14,231 | N/A | 20,379 |
| Homeless Prevention | 14,235 | N/A | 28,268 |
| Supportive Housing Services | 14,235 | | 64,260 |

Through National Center for Healthy Housing

| | | | |
|---------------|--------|--|-------|
| Radon Program | 14,903 | | 1,450 |
|---------------|--------|--|-------|

979,502**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

| | | | |
|----------------|--------|---------|---------|
| Weatherization | 61,042 | 551,896 | 189,824 |
|----------------|--------|---------|---------|

189,824**US DEPARTMENT OF LABOR****Through State of New Hampshire**

| | | | |
|-------------------------------------|--------|---------|---------|
| Senior Community Service Employment | 17,235 | 610,663 | 479,497 |
|-------------------------------------|--------|---------|---------|

Through Southern New Hampshire Services

| | | | |
|-------------------------------|--------|-----|---------|
| WIA-Adult Program | 17,250 | N/A | 111,145 |
| WIA-Dislocated Worker Program | 17,280 | N/A | 115,119 |

705,764**HOMELAND SECURITY****Through United Way**

| | | | |
|------------------------------------|--------|--|-------|
| Emergency Food and Shelter Program | 97,024 | | 1,335 |
|------------------------------------|--------|--|-------|

TOTAL AWARDS EXPENDED\$ 16,556,742**NOTE A - BASIS OF PRESENTATION**

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc for the year ended February 28, 2015. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Because the schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

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 OMB Circular A-122, Cost Principles for Non-Profit Organizations, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

| <u>CFDA Number</u> | <u>Program Name</u> | <u>Amount Provided</u> |
|--------------------|----------------------------------|------------------------|
| 14.900 | Statewide Lead Abatement Program | \$ 92,466 |

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair value of the commodities received and distributed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2015, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell + Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2015. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with 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 Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2015.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts
Professional Association*

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2015

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program Belknap-Merrimack Counties, Inc.
2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.600 Head Start/Early Head Start
 - 10.557 Special Supplement Nutrition Program for Women, Infants, and Children (WIC)
 - 93.558 Temporary Assistance for Needy Families (TANF)
 - 20.513 Enhanced Mobility of Seniors and Individuals With Disabilities
 - 20.521 New Freedom Program
 - 20.509 Formula Grants for Rural Areas
8. The threshold for distinguishing Type A and B programs was \$515,067
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM, BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
 FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Grant Period</u> <u>10/1/13-9/30/14</u> | <u>Grant Period</u> <u>10/1/14-9/30/15</u> | <u>Total</u> |
|-----------------------------|---|---|---------------------|
| Revenues | | | |
| Division of Human Resources | \$ 860,873 | \$ 3,134,063 | \$ 3,994,936 |
| Other | 537 | 786 | 1,323 |
| | <u>\$ 861,410</u> | <u>\$ 3,134,849</u> | <u>\$ 3,996,259</u> |
| Expenditures | | | |
| Personnel | \$ 167,832 | \$ 194,450 | \$ 362,282 |
| Fringe benefits | 24,423 | 32,906 | 57,329 |
| Travel | 2,181 | 737 | 2,918 |
| Occupancy | 23,423 | 33,448 | 56,871 |
| Direct program costs | 509,072 | 2,846,095 | 3,455,167 |
| Other costs | 34,479 | 27,213 | 61,692 |
| | <u>\$ 861,410</u> | <u>\$ 3,134,849</u> | <u>\$ 3,996,259</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Grant Period</u> <u>7/1/13 - 6/30/14</u> | <u>Grant Period</u> <u>7/1/14 - 6/30/15</u> | <u>Total</u> |
|-----------------------------------|--|--|--------------|
| Revenues | | | |
| Corporation for National Services | \$ 89,165 | \$ 265,579 | \$ 354,744 |
| Expenditures | | | |
| Personnel | \$ 78,761 | \$ 180,167 | \$ 258,928 |
| Fringe benefits | 2,686 | 18,864 | 21,550 |
| Travel | 6,731 | 60,774 | 67,505 |
| Other costs | 987 | 5,774 | 6,761 |
| | \$ 89,165 | \$ 265,579 | \$ 354,744 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2015**

| | <u>Grant Period</u> <u>1/1/14-12/31/14</u> | <u>Grant Period</u> <u>1/1/15-12/31/15</u> | <u>Total</u> |
|--|---|---|---------------------|
| Revenues | | | |
| U.S. Department of Health and Human Services | \$ 3,019,936 | \$ 653,239 | \$ 3,673,175 |
| In-Kind | 1,114,333 | 92,738 | 1,207,071 |
| Other | <u>8,800</u> | <u>-</u> | <u>8,800</u> |
| | <u>\$ 4,143,069</u> | <u>\$ 745,977</u> | <u>\$ 4,889,046</u> |
| Expenditures | | | |
| Personnel | \$ 2,077,616 | \$ 430,286 | \$ 2,507,902 |
| Fringe benefits | 319,130 | 73,688 | 392,818 |
| Travel | 36,775 | 9,385 | 46,160 |
| In-Kind | 1,114,333 | 92,738 | 1,207,071 |
| Other costs | <u>595,215</u> | <u>140,204</u> | <u>735,419</u> |
| | <u>\$ 4,143,069</u> | <u>\$ 746,301</u> | <u>\$ 4,889,370</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
 FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
 CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Grant Period</u> <u>7/1/13 - 6/30/14</u> | <u>Grant Period</u> <u>7/1/14 - 6/30/15</u> | <u>Total</u> |
|--|--|--|---------------------|
| Revenues | | | |
| NH Department of Health and Human Services | | | |
| Title XX | \$ 156,527 | \$ 338,833 | \$ 495,360 |
| Title III Part C | 256,907 | 630,301 | 887,208 |
| NH Department of Health and Human Services | 111,932 | 92,528 | 204,460 |
| Other | <u> -</u> | <u>530,753</u> | <u>530,753</u> |
| | \$ 525,366 | \$ 1,592,415 | \$ <u>2,117,781</u> |
| Expenditures | | | |
| Personnel | \$ 329,819 | \$ 675,951 | \$ 1,005,770 |
| Fringe benefits | 32,995 | 63,039 | 96,034 |
| Occupancy | 55,229 | 102,148 | 157,377 |
| Travel | 42,475 | 81,101 | 123,576 |
| Other costs | <u>262,141</u> | <u>509,182</u> | <u>771,323</u> |
| | \$ <u>722,659</u> | \$ <u>1,431,421</u> | \$ <u>2,154,080</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
 FOR THE ELECTRIC ASSISTANCE PROGRAM
 FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Grant Period</u> <u>10/1/13-9/30/14</u> | <u>Grant Period</u> <u>10/1/14-9/30/15</u> | <u>Total</u> |
|---------------------|---|---|--------------|
| Revenues | \$ 885,042 | \$ 1,074,568 | \$ 1,959,610 |
| Expenditures | | | |
| Personnel | \$ 177,296 | \$ 142,589 | \$ 319,885 |
| Fringe benefits | 33,512 | 25,444 | 58,956 |
| Travel | 2,163 | 463 | 2,626 |
| Occupancy | 5,735 | 5,162 | 10,897 |
| Other costs | 666,336 | 901,061 | 1,567,397 |
| | \$ 885,042 | \$ 1,074,719 | \$ 1,959,761 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Twin River Community Corp (054 & 055) | \$ 25,341 | \$ 42,943 |
| Cottage Hotel (065 & 066) | 8,515 | 8,916 |
| Sandy Ledge (094 & 095) | 9,361 | 19,893 |
| Ozanam (105 & 106) | 17,899 | 20,674 |
| Senior Center Program (138) | 20,693 | 22,847 |
| Franklin Intergenerational (185 & 186) | 44,194 | 45,524 |
| Senior Companion Program - Non Federal (224 & 225) | 104,194 | 83,739 |
| Senior Companion Program - State (234 & 235) | 21,043 | 21,043 |
| Franklin Community Services (294 & 295) | 24,195 | 25,655 |
| Head Start - Childcare (354 & 355) | 1,018,905 | 798,740 |
| Lakes Region Family Center (384 & 385) | 160,297 | 160,297 |
| REIP (402) | 58,534 | 33,119 |
| NH Modular Ramp (433 & 434) | 35,990 | 34,622 |
| Sun Safety (484) | 1,355 | 716 |
| New Hampshire Housing Guarantee Program (494 & 495) | 211,333 | 211,333 |
| Core Program (504 & 505) | 887,463 | 915,787 |
| NH Rotary (540) | 1,061 | 0 |
| Common Pantry (554 & 555) | 126 | 41 |
| Oral Health WIC (600) | 6,135 | 469 |
| Epsom Elderly Housing (644 & 645) | 71,416 | 71,416 |

COMMUNITY ACTION PROGRAM BEI KNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

| | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Belmont Housing (654 & 655) | \$ 67,141 | \$ 67,141 |
| Alton Housing (664 & 665) | 48,485 | 48,485 |
| Kearsarge Housing (674 & 675) | 60,768 | 60,768 |
| Riverside Housing (684 & 685) | 63,808 | 63,808 |
| Pembroke Housing (700 & 709) | 62,106 | 62,106 |
| Homeless Revolving Loan (728) | 8,147 | 8,147 |
| Area Centers (764 & 765) | 259,487 | 210,320 |
| THE FIXIT Program (834 & 835) | 3,105 | 1,278 |
| Loan Guarantee Program (847) | 41,208 | 41,208 |
| MC Loan Guarantee Program (848) | 3,016 | 3,016 |
| The Caring Fund (864 & 865) | 2,416 | 1,501 |
| FGP/SCP Association Region 1 (875) | 1,183 | 0 |
| Agency WIC/CSFP (883) | (4,443) | 898 |
| Newbury Elderly Housing (884) | 55,888 | 72,497 |
| Agency Account (911 & 980) | (30,174) | 588,412 |
| Agency Account FAP (922) | 93,938 | 98,318 |
| Agency Account SCP (933 & 934) | 1,911 | 5,559 |
| H/S Agency (944 & 945) | 111,425 | 5,072 |
| Agency FP/PN (963) | 995 | 0 |
| Agency Development Fund (981) | 182,455 | 105,214 |
| Agency Horseshoe Pond Place (995 & 996) | 16,922 | 16,922 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2015

| <u>FUND #</u> | <u>FUND NAME</u> | <u>HHS PROGRAM CFDA#</u> | <u>AMOUNT</u> |
|---------------|---|--|-------------------|
| 047 | Supportive Housing Services | | \$ 636 |
| 114 | Radon Program | | 175 |
| 126 | EAP - Lead Agency | | 18,264 |
| 146 | Merrimack County Service Link | 93.778 (\$2,471 of deferred amount is not federal) | 4,943 |
| 157 | Merrimack County Service Link | 93.778 (deferred amount is not federal) | 1,847 |
| 196 | Electric Assistance Program | | 49,916 |
| 225 | Senior Companion Program - Non - Federal | | 1,063 |
| 364 | Home Visiting - HFA | 93.558 (deferred amount is not federal) | 247 |
| 455 | Housing Preservation Fund | | 14,540 |
| 495 | NH Housing Guarantee Program | | 103,442 |
| 505 | Core Program | | 13,345 |
| 546 | Summer Feeding | | 30,919 |
| 575 | Fuel Assistance Program | 93.568 (\$2,910 of deferred amount is not federal) | 50,200 |
| 595 | Homeless Prevention | | 234,707 |
| 615 | Women Infant & Children | | 4,204 |
| 715 | Concord Area Transit | | 64,173 |
| 728 | Homeless Revolving Loan Fund - Belknap County | | 39,612 |
| 729 | Homeless Revolving Loan Fund - Merrimack County | | 8,179 |
| 765 | Area Center Program | | 1,476 |
| 835 | Fixit Program | | 71,574 |
| 847 | Loan Guarantee Program | | 30 |
| 856 | New Start Program | | 28,118 |
| 883 | Agency Account - WIC/CSEF | | 771 |
| 906 | Community Services Block Grant | 93.569 | 72,913 |
| 945 | Agency Account - Head Start | | 1,250 |
| | | TOTAL | \$,916,503 |

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

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber

Vice President - Vacant

Bill Johnson

Dennis Martino, *Secretary-Clerk*

David Siff

Kathy Goode, *Treasurer*

Diana Lacey

Heather Brown

Christine Averill

Nicolette Clark

Donna Barnett

Theresa M. Cromwell

RALPH LITTLEFIELD

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$37 million dollars and a staff of 410 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project,
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start
Claremont, New Hampshire

June 1971 – General Services Director

Elizabeth M. Hennessey

Nov. 2014 – Present Director, Head Start/Early Head Start/Child Care
Community Action Program, Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

- Directly supervise all aspects of the Head Start/Early Head Start/Child Care program
- Provide leadership to approximately 85 staff members
- On-going supervision and support of 4 Content Area Specialists
- Oversight of Head Start/Early Head Start annual budgets

Sept. 1993-Nov. 2014 Health/Nutrition Specialist-Head Start/Early Head Start/Child Care
Community Action Program, Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

- Directly supervise all aspects of the Head Start/Early Head Start/Child Care program health and nutrition content areas for approximately 450 children and families.
- Develop and implement policies and procedures to ensure compliance with Federal Performance Standards and NH Child Care licensing regulations.
- On-going supervision and support of Health Services Coordinators.
- Work closely with Education/Disabilities and Family Services Specialists to ensure coordination of services to children and families.
- Organize and facilitate regular meetings of Health and Family Services Advisory Board.
- Maintain inter-agency agreement and coordinate services with WIC program.
- Oversight of USDA Child and Adult Care Food Program including annual grant application, monitoring, claim review and contract renewals.
- Ensure quality food service, training and technical assistance to menu production staff.
- Development, education and training of staff on specific health and nutrition topics.
- Oversee tracking of all health data utilizing ChildPlus software.
- Ensure children receive timely screening, assessments and follow-up medical and nutritional care.
- Support and assist families in obtaining needed services
- Complete all necessary administrative tasks and management team responsibilities.
- Cross-content and area management supervision as needed.
- Participate on state and local committees when relevant to the Head Start program.

September 2003-May 2010 Consultant, Health/Nutrition/Safety/Transportation Services
Danya International Inc., Silver Spring, Maryland

- Review Head Start/Early Head Start programs throughout the United States for compliance with Federal Performance Standards.
- Independent observation of centers and classrooms.
- Write reports documenting areas of non-compliance
- Team participation in overall assessment of the quality of the programs.

September 1992-August 1993

School Nurse, SAU #19
Dunbarton, New Hampshire

- Supervise health services for 175 elementary school children and faculty.
- Maintain all health and immunization records to meet state requirements.
- Annual vision, hearing and health screenings for all children.
- Coordination of on-site dental and vaccine clinics.
- Development and implementation of health and safety policies.
- Administered Free and Reduced School Lunch program.
- Illness and injury assessment and daily medication administration to children.

Education: Bachelor of Science, Magna Cum Laude
Saint Anselm College
Manchester, New Hampshire

Business Administration (completed 90 credit hours)
George Mason University
Fairfax, Virginia

NH License: Registered Nurse

Member: Delta Epsilon Sigma (National Scholastic Honor Society)
Sigma Theta Tau (International Honor Society of Nursing)

Continuing Education:

Head Start Institute for Healthy Programs and Healthy Families (March 2014)
Public Health Symposium (April 2014)
Psychiatric Disorders in Children (February 2014)
Children who Live with Trauma (January 2014)
Healthy Futures: Improving Outcomes for Young Children (October 2013)
Data Driven Decision Making in Head Start (June 2013)
Family Engagement and School Readiness (May 2013)

EDUCATION

Plymouth State University • 2004

- Bachelor of Science Early Childhood Studies
- Kappa Delta Pi, International Honor Society

EXPERIENCE

Belknap-Merrimack Counties Community Action Program

Early Head Start

Education & Disabilities Services Specialist, Birth to Three 1/2013-present

- Supervision and oversight of the entirety of the Early Head Start Program, lead a team (managers, teachers, and home visitors) to provide the highest quality of care for infants, toddlers, and their families.
- Ensure compliance with Head Start Performance Standards, NAEYC accreditation, NH State Liscening.
- Plan and Conduct trainings for staff and families.
- Provide training, technical assisantce, and support to management, teaching and home visiting staff in regard to prenatal development, child development, disabilities, and school readiness goals. Oversee development of the training and technical assistance budget for Early Head Start center based and home based program options.

Belknap-Merrimack Counties Community Action Program

Home Visiting NH-Healthy Families America

Prgram Supervisor 1/2013-present

- Conduct monthly supervisions with the FAW/Home Visitor/Manager.
- Oversight off Health Families America budget and program.

Belknap-Merrimack Counties Community Action Program

Early Head Start 10/2010-12/2012

Education & Disabilities Services Manager

- Provided ongoing technical assistance and support to 9 EHS classrooms, monthly supervisions.
- Oversight of The Creative Curriculum for Infants, Toddlers and Twos, TS Gold aseessment system, implementation of screening tools, and proper documentation in our data system.
- Ensured compliance with HS Performance Standards, State Lisencing, and NAEYC accreditation.

Belknap-Merrimack Counties Community Action Program

Early Head Start 9/2005-10-2010

Lead Teacher, Early Head Start, multi-aged classroom, 6 weeks to three plus years

- Designed and maintained classroom environment that met Head Start Performance Standards, NAEYC Accreditation, and NH State Lisencing regulations.
- Engaged in responsive, supportive, and respectful adult-child interactions that were inclusive of children's individual needs and interests.
- Used tools such as observations, screenings, assessments, and family input to guide in developing curriculum plans.
- Used "Individualized Weekly Planning form" to develop individual written goals for each child, documentation included experiences to achieve these goals and materials required to carry out the experiences.

- Facilitated the use of interpreters, according to the family's preference when the primary language spoken by the family was other than English.
- Kept portfolios and child observations up to date for all children with whom I worked.
- Worked with Part C and LEA specialists to ensure quality programming for children with exceptionalities. Facilitated the inclusion of all children to ensure that a natural learning environment was provided and implemented the goals of each child's IFSP/IEP.

COMMUNITY INVOLVEMENT & SPECIALIZED TRAINING

- Pyramid Model Training
- Motivational Interviewing
- ASQ-3 and ASQ-SE
- Teaching Strategies GOLD
- Parents as Teachers (Home Based Curriculum)
- PIWI (Parents Interacting with Infants)
- NAEYC-Member
- HFA Core Training/Supervisor Training
- The Creative Curriculum

REFERENCES AVAILABLE UPON REQUEST

EDUCATION

Plymouth State University • Current Student

- Working toward my M.Ed. in Mental Health Counseling

University of New Hampshire • 2006

- B.A. in Psychology
- Double minor in Race, Culture, & Power and Women's Studies

EXPERIENCE

Belknap-Merrimack Counties Community Action Program

Healthy Families America Program Home Visitor & Family Assessment Worker 10/2012-current

- Complete assessments to determine eligibility into the HFA program through interview.
- Home visits with prenatal women, their partners, and families to provide support, referrals, and information on child development and assist with development of goals.

Early Head Start Program

Early Head Start Home Visitor 3/2012-10/2012

- Conduct weekly visits with families of children 0-3 with focus on nutrition, family services, health, mental health, safety, and parent involvement.
- Assess children using Creative Curriculum Gold

Family Service Worker • 8/2010 – 10/2012

- Conduct monthly visits with families of children in center based programming.
- Work as part of a team with teachers, mental health consultant, and health coordinator.

Home Visitor for Home Visiting New Hampshire 8/2010-6/30/2012

- Conduct weekly and bi-weekly visits of Medicaid eligible prenatal families and children up to age one.
- Participated in outreach to community partners and possible clients of HVNH.
- Met regularly with healthcare providers and social workers to enhance positive outcomes for families involved in HVNH.

Belknap-Merrimack Counties Community Action Program

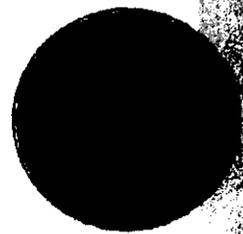
Family Planning Program 6/2007-8/2010

Site Manager

- Developed and implemented curriculum for educating the community on reproductive health.
- Maintained office, including billing, records, and reception.
- Supervised peer educators, volunteers, and interns.

COMMUNITY INVOLVEMENT & SPECIALIZED TRAINING

- Maternal Depression
- Motivational Interviewing
- Cultural Sensitivity
- Lactation Counseling
- Parents as Teachers
- Refugee Connections Committee
- Diversity Institute Planning Committee at PSU
- Immigration Integration Group
- HFA Core Training



REFERENCES AVAILABLE UPON REQUEST

SIOBHAN CONNELLY

EDUCATION

LESLEY UNIVERSITY
NAROPA UNIVERSITY
KEENE STATE COLLEGE

CAMBRIDGE, MA — PSYCHOLOGY, 2011 - NOV. 25, 2015
BOULDER, CO — INTERDISCIPLINARY STUDIES, 2008 - 2009
KEENE, NH — PSYCHOLOGY, 2005 - 2006

EXPERIENCE

BELKNAP COUNTY HEALTHY FAMILIES AMERICA, Laconia, NH 3/2015-Present
Home Visitor/Family Resource Specialist

- Devised and implements program specific Individual Family Support Plan for BMCAP-HFA
- Assists families to overcome barriers via community resources and promotes self-directed growth
- Enhances parent-centered development with child-centered advocacy including promoting awareness of safe family practices
- Ensures safety of children through home-based visits and reports appropriately in cases of evidenced child abuse or neglect

COMMUNITY BRIDGES: FORENSIC DEPARTMENT, Concord, NH 12/2014-Present
Intern

- Updated consumer information via HRST, AWARDS, and DocSTAR
- Verified consumer's ISP and Behavioral plan goals are implemented properly throughout progress notes and monthly reports
- Continues to attend this agency's Human Rights Committee meetings and oversee the restrictions imposed on consumers with behavioral plans

ŚUDDHA STUDIO, Meredith, NH 6/2014-Present
Lead Yoga Instructor

- Coordinates with local studios for workshops and guest teaching opportunities
- Knowledge of planning follow-through
- Displays emotional stability throughout stressful situations
- Encourages a healthy lifestyle by providing emotional support to practitioners with active listening, centering, motivational techniques and a deliberate physical practice

COMMUNITY BRIDGES, Bow, NH 9/2009-12/2011
Group Home Direct Care Support Staff

- Accounted for the care of three non-ambulatory and nonverbal individuals with different genetic degenerative conditions
- Advocated for the individuals during community activities and in medical settings
- Maintained a sanitary and positive environment, ADL's, and transportation to extracurricular programs

COMMUNITY BRIDGES, Bow, NH 6/2007-4/2008
Private Direct Care Support Staff

- Part of a diligent 24 hour care team for a woman experiencing progressed Multiple Sclerosis
- Provided transportation to appointments and leisure activities
- Authorized Medication Administrator Exam completed (score: 100%)
- Assisted with daily life needs, medication administration, and regularly guided meditation techniques

CAMP TIMBERLANE FOR BOYS, Woodruff, WI 6/2009-8/2009
Yoga Instructor

- Devised and implemented a yoga-asana program for 8 - 15 year old boys
- Provided assistance and support to all co-workers in a variety of intramural activities including equine, arts & crafts, and pottery
- Encouraged self-care among colleagues by catering free yoga-asana classes to all staff at the camp

VOLUNTEER WORK

MAINSTAY: INGRAHAM INC., Portland, ME 2/2010-5/2010
Yoga Instructor

- Instructed yoga to girls living in a youth safe house
- Modeled a healthy life style. Encouraged positive change

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Health and Human Services

Home Visiting New Hampshire – Healthy Families America

(17-DHHS-DPHS-MCH-01-01)

7/01/2016 – 6/30/2018

Key Personnel Salaries and Allocation

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|--|---------------|----------------------------------|---------------------------------------|
| Ralph Littlefield | Executive Director | \$140,639 | 0% | \$0 |
| Beth Hennessey | HS/EHS/CCC Director | \$66,261 | 0% | \$0 |
| Vanessa Gordon | ED/DS Services Specialist 0-3 HVNH Program Supervisor | \$38,968.80 | 0% | \$0 |
| Aurelia Moran | Program Supervisor/Mgr./FAW | \$37,409 | 100% | \$37,409 |
| Siobhan Connelly | Home Visitor | \$32,938 | 100% | \$32,938 |

Subject: Home Visiting New Hampshire – Healthy Families America (17-DHHS-DPHS-MCH-01-02)

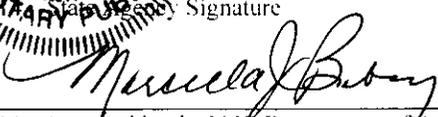
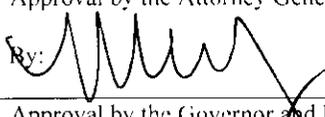
Notice This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|-------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857 | |
| 1.3 Contractor Name Child and Family Services of New Hampshire | | 1.4 Contractor Address 464 Chestnut Street, PO Box 448 Manchester, NH 03105 | |
| 1.5 Contractor Phone Number 603-518-4000 | 1.6 Account Number: 05-95-90-902010- 5896 0631 | 1.7 Completion Date June 30, 2018 | 1.8 Price Limitation \$1,247,354 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Suzia ALVAREZ DE TOLEDO PRESIDENT & CEO | |
| 1.13 Acknowledgement: State of <u>NH</u> County of <u>Hillsborough</u> On <u>May 27, 2016</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. | | | |
| 1.14 Name and Title of Notary Public or Justice of the Peace  <u>Marybeth D'Amico</u> | | | |
| 1.13 Name and Title of Notary or Justice of the Peace <u>Marybeth D'Amico</u> Administrative Assistant | | 1.15 Name and Title of State Agency Signatory <u>Marcella Bobinsky</u> Acting Director | |
| 1.13 Signature  | | | |
| 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) By:  On: <u>6/13/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council 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 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.



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

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

“This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.”

2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in ~~Strafford County~~ to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
 - 2.1.1 Are first time mothers.
 - 2.1.2 Have low incomes.
 - 2.1.3 Are less than twenty-one (21) years of age.
 - 2.1.4 Have a history of child abuse or neglect or have had interactions with child welfare services.
 - 2.1.5 Have a history of substance abuse or need substance abuse treatment.
 - 2.1.6 Are users of tobacco products in the home.
 - 2.1.7 Have or have had children with low student achievement.
 - 2.1.8 Have children with developmental delays or disabilities.

myB
Hillsborough,
Merrimack,
Rockingham
Counties



Exhibit A Scope of Services

- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
 - 2.2.1 Accept referrals from referral sources that have been screened for services.
 - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
 - 2.3.1 Review the capacity report on a monthly basis.
 - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
 - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
 - 2.4.2 Foster respectful partnerships between parents and home visitors.
 - 2.4.3 Engage all family members and promote the involvement of all family members, including fathers/father figures, while explaining the importance of their role within the family.
 - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum. The Contractor shall ensure the nurse:
 - 2.5.1 Conducts one home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
 - 2.5.1.1 All health and nutritional recommendations.
 - 2.5.1.2 Signs and symptoms of premature labor.
 - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
 - 2.5.1.4 Risk factors including but not limited to:



Exhibit A Scope of Services

- 2.5.1.4.1 History of depression.
- 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within three (3) months of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
 - 2.5.2.1 The Edinburgh screening for postpartum depression
 - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
 - 2.5.3.1 The maternal-infant attachment.
 - 2.5.3.2 Family planning.
 - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff:
 - 2.5.4.1 Prenatal visit.
 - 2.5.4.2 Within three (3) months postpartum.
 - 2.5.4.3 Follow up within two (2) weeks from the date of receiving positive results.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
 - 2.6.1 Use text messaging to communicate the scheduling of visits, as appropriate and preferred by the family.
 - 2.6.2 Reach out to families on a weekly basis using hand written notes at the family home to respectfully reach out to families who may not be home at the scheduled visit time.
 - 2.6.3 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
 - 2.6.3.1 Parent-infant relationship development.
 - 2.6.3.2 Newborn care and safety.
 - 2.6.3.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
 - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days when necessary as described in the HFA Model.



Exhibit A Scope of Services

- 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
- 2.7.3 Work to attain HFA Accreditation. The Contractor shall:
 - 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
 - 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.4 Implement, at minimum, one of the following curricula for home visits:
 - 2.7.4.1 Parents as Teachers (PAT) as an annually trained approved user.
 - 2.7.4.2 Growing Great Kids (GGK) with certification training.
- 2.7.5 Develop creative outreach efforts to engage families to receive services.
- 2.7.6 Provide services that support the parent, parent-child interaction and child development.
- 2.7.7 Coordinate with other local service providers including health care providers, social workers and early interventionists.
- 2.7.8 Collaborate with other early childhood serving agencies including those that provide home visiting and family support services.
- 2.7.9 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
 - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
 - 2.8.2 Documenting case notes for all home visits.
 - 2.8.3 Making referrals to other agencies, as appropriate.
 - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
 - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.



Exhibit A Scope of Services

- 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
 - 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
 - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
 - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
 - 3.1.1 Cultural Competency
 - 3.1.2 Reporting Child Abuse
 - 3.1.3 Home Safety
 - 3.1.4 Substance Abuse
 - 3.1.5 Managing Crisis Situations
 - 3.1.6 Domestic Violence
 - 3.1.7 Responding to Mental Health
 - 3.1.8 Drug-exposed infants
 - 3.1.9 Community services availability
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
 - 3.2.1 Weekly individual supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to:
 - 3.2.1.1 Completing home visits.
 - 3.2.1.2 Referrals.
 - 3.2.2 Bi-weekly team meetings for support, reflection and case review.
- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.



Exhibit A
Scope of Services

- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
 - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
 - 3.5.2 MCH Home Visiting Meetings.
 - 3.5.3 MIECHV Staff Training.
 - 3.5.4 MCH Home visiting CQI coaching calls.

4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet the unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
 - 4.3.1 Highlights of program activities conducted.
 - 4.3.2 Goals for the following quarter.
 - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
 - 4.4.1 Information regarding accomplishments and challenges for the program.
 - 4.4.2 Systemic barriers.
 - 4.4.3 Action plans to address barriers.
 - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
 - 4.5.1 Quarter 1, July – September DUE 10/15/2016
 - 4.5.2 Quarter 2, October – December DUE 1/15/2017
 - 4.5.3 Quarter 3, January – March DUE 4/15/2017
 - 4.5.4 Quarter 4, April – June DUE 7/15/2017
 - 4.5.5 Annual, July – June DUE 7/30/2017



Exhibit A
Scope of Services

5. Deliverables

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The contractor shall maintain at least 85% of HFA defined capacity based on the number of Home visitors listed in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1st) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

AGENCY NAME: _____ SERVICE AREA: _____

REPORT COMPLETED BY: _____ Quarterly Report Annual Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|---|-----------------------------|
| | | Performance Measure #1 (HFA Standard 7-5.B): | |
| | | 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum. | |
| | EVALUATION ACTIVITIES | | |
| | | SFY 16 Target <u>70%</u> | |
| | | Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ | |
| | | Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ | |
| | | Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ | |
| | | Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ | |

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|------------------------------|---|-----------------------------|
| | <p>EVALUATION ACTIVITIES</p> | <p>Performance Measure #2 (HFA Standard 3-4.A):</p> <p>Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.</p> <p>SFY 15 Actual is baseline _____</p> <p>Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____</p> <p>Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____</p> <p>Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____</p> <p>Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____</p> | |

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|---|-----------------------------|
| | | Performance Measure #3 (HFA Standard 6-7.A): 95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3. | |
| | EVALUATION ACTIVITIES | SFY 16 Target <u>95%</u> Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ | |

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

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



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.505 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibits B-1, B-2, B-3, B-4, B-5 and B-6.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services
Division of Public Health Services
Financial Administrator
29 Hazen Drive
Concord, NH 03301

E-mail: dphscontractbilling@dhhs.state.nh.us
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

[Handwritten Signature]
Date 5/27/16

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

Bidder/Program Name: Family Services/HFA Hillsborough

Budget Request for: HVNH-HFA

(Name of RFP)

Budget Period: July 1, 2016-June 30, 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | | Total |
|---|----------------------|---------------------|----------------------|--------------------------|----------------|-------------|-------------------------------|---------------------|----------------------|-------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | |
| 1. Total Salary/Wages | \$ 145,451.28 | \$ 21,668.88 | \$ 167,120.16 | \$ - | \$ - | \$ - | \$ 145,451.28 | \$ 21,668.88 | \$ 167,120.16 | |
| 2. Employee Benefits | \$ 47,354.00 | \$ 4,040.25 | \$ 51,394.25 | \$ - | \$ - | \$ - | \$ 47,354.00 | \$ 4,040.25 | \$ 51,394.25 | |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ 1,810.72 | \$ 1,810.72 | \$ - | \$ - | \$ - | \$ - | \$ 1,810.72 | \$ 1,810.72 | |
| Purchase/Depreciation | \$ 1,350.00 | \$ 1,208.19 | \$ 2,558.19 | \$ - | \$ - | \$ - | \$ 1,350.00 | \$ 1,208.19 | \$ 2,558.19 | |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Educational | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ - | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 | |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Office | \$ 700.00 | \$ 167.10 | \$ 867.10 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 167.10 | \$ 867.10 | |
| 6. Travel | \$ 7,000.00 | \$ 457.38 | \$ 7,457.38 | \$ - | \$ - | \$ - | \$ 7,000.00 | \$ 457.38 | \$ 7,457.38 | |
| 7. Occupancy | \$ 8,000.00 | \$ 1,357.67 | \$ 9,357.67 | \$ - | \$ - | \$ - | \$ 8,000.00 | \$ 1,357.67 | \$ 9,357.67 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Telephone | \$ 700.00 | \$ 644.75 | \$ 1,344.75 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 644.75 | \$ 1,344.75 | |
| Postage | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 | |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ 355.79 | \$ 355.79 | \$ - | \$ - | \$ - | \$ - | \$ 355.79 | \$ 355.79 | |
| Board Expenses | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 | |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ 496.84 | \$ 496.84 | \$ - | \$ - | \$ - | \$ - | \$ 496.84 | \$ 496.84 | |
| 11. Staff Education and Training | \$ 2,500.00 | \$ 238.29 | \$ 2,738.29 | \$ - | \$ - | \$ - | \$ 2,500.00 | \$ 238.29 | \$ 2,738.29 | |
| 12. Subcontracts/Agreements | \$ 12,000.00 | \$ 2,232.77 | \$ 14,232.77 | \$ - | \$ - | \$ - | \$ 12,000.00 | \$ 2,232.77 | \$ 14,232.77 | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Organization Dues | \$ 2,950.00 | \$ 196.37 | \$ 3,146.37 | \$ - | \$ - | \$ - | \$ 2,950.00 | \$ 196.37 | \$ 3,146.37 | |
| Interest Expense | \$ - | \$ 4,553.16 | \$ 4,553.16 | \$ - | \$ - | \$ - | \$ - | \$ 4,553.16 | \$ 4,553.16 | |
| Miscellaneous | \$ - | \$ 356.56 | \$ 356.56 | \$ - | \$ - | \$ - | \$ - | \$ 356.56 | \$ 356.56 | |
| TOTAL | \$ 231,305.28 | \$ 39,784.72 | \$ 271,090.00 | \$ - | \$ - | \$ - | \$ 231,305.28 | \$ 39,784.72 | \$ 271,090.00 | |

17.2%

Indirect As A Percent of Direct

Contractor Initials RSF
Date 5/27/16

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

Bidder/Program Name: Family Services/HFA Hillsborough

Budget Request for: HVNH-HFA

(Name of RFP)

Budget Period: July 1, 2017-June 30, 2018

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---|----------------------|---------------------|--------------------------|----------------|-------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 145,451.28 | \$ 21,668.88 | \$ - | \$ - | \$ 145,451.28 | \$ 21,668.88 | \$ 167,120.16 |
| 2. Employee Benefits | \$ 47,354.00 | \$ 4,040.25 | \$ - | \$ - | \$ 47,354.00 | \$ 4,040.25 | \$ 51,394.25 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 1,350.00 | \$ 1,810.72 | \$ - | \$ - | \$ 1,350.00 | \$ 1,810.72 | \$ 3,160.72 |
| 5. Supplies | \$ - | \$ 1,208.19 | \$ - | \$ - | \$ - | \$ 1,208.19 | \$ 1,208.19 |
| Educational | \$ 2,000.00 | \$ - | \$ - | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 700.00 | \$ 167.10 | \$ - | \$ - | \$ 700.00 | \$ 167.10 | \$ 867.10 |
| 6. Travel | \$ 7,000.00 | \$ 457.38 | \$ - | \$ - | \$ 7,000.00 | \$ 457.38 | \$ 7,457.38 |
| 7. Occupancy | \$ 8,000.00 | \$ 1,357.67 | \$ - | \$ - | \$ 8,000.00 | \$ 1,357.67 | \$ 9,357.67 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 700.00 | \$ 644.75 | \$ - | \$ - | \$ 700.00 | \$ 644.75 | \$ 1,344.75 |
| Postage | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 355.79 | \$ - | \$ - | \$ - | \$ 355.79 | \$ 355.79 |
| Board Expenses | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ 496.84 | \$ - | \$ - | \$ - | \$ 496.84 | \$ 496.84 |
| 11. Staff Education and Training | \$ 2,500.00 | \$ 238.29 | \$ - | \$ - | \$ 2,500.00 | \$ 238.29 | \$ 2,738.29 |
| 12. Subcontracts/Agreements | \$ 12,000.00 | \$ 2,232.77 | \$ - | \$ - | \$ 12,000.00 | \$ 2,232.77 | \$ 14,232.77 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Organization Dues | \$ 2,950.00 | \$ 196.37 | \$ - | \$ - | \$ 2,950.00 | \$ 196.37 | \$ 3,146.37 |
| Interest Expense | \$ - | \$ 4,553.16 | \$ - | \$ - | \$ - | \$ 4,553.16 | \$ 4,553.16 |
| Miscellaneous | \$ - | \$ 356.56 | \$ - | \$ - | \$ - | \$ 356.56 | \$ 356.56 |
| TOTAL | \$ 231,305.28 | \$ 39,784.72 | \$ - | \$ - | \$ 231,305.28 | \$ 39,784.72 | \$ 271,090.00 |

17.2%

Indirect As A Percent of Direct

Contractor Initials **RAS**
Date **5/23/16**

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

Bidder/Program Name: d Family Services/HFA Merrimack

Budget Request for: HVNH-HFA

(Name of RFP)

Budget Period: July 1, 2016-June 30, 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|----------------------|---------------------|----------------------|--------------------------|----------------|-------------|-------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 93,337.66 | \$ 13,807.78 | \$ 107,145.44 | \$ - | \$ - | \$ - | \$ 93,337.66 | \$ 13,807.78 | \$ 107,145.44 |
| 2. Employee Benefits | \$ 24,854.00 | \$ 2,574.51 | \$ 27,428.51 | \$ - | \$ - | \$ - | \$ 24,854.00 | \$ 2,574.51 | \$ 27,428.51 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ 1,153.82 | \$ 1,153.82 | \$ - | \$ - | \$ - | \$ - | \$ 1,153.82 | \$ 1,153.82 |
| Purchase/Depreciation | \$ 900.00 | \$ 769.88 | \$ 1,669.88 | \$ - | \$ - | \$ - | \$ 900.00 | \$ 769.88 | \$ 1,669.88 |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 750.00 | \$ - | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ - | \$ 750.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 700.00 | \$ 106.48 | \$ 806.48 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 106.48 | \$ 806.48 |
| 6. Travel | \$ 8,600.00 | \$ 291.45 | \$ 8,891.45 | \$ - | \$ - | \$ - | \$ 8,600.00 | \$ 291.45 | \$ 8,891.45 |
| 7. Occupancy | \$ 8,696.98 | \$ 865.13 | \$ 9,562.11 | \$ - | \$ - | \$ - | \$ 8,696.98 | \$ 865.13 | \$ 9,562.11 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,100.00 | \$ 410.85 | \$ 1,510.85 | \$ - | \$ - | \$ - | \$ 1,100.00 | \$ 410.85 | \$ 1,510.85 |
| Postage | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 226.71 | \$ 226.71 | \$ - | \$ - | \$ - | \$ - | \$ 226.71 | \$ 226.71 |
| Board Expenses | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ 316.60 | \$ 316.60 | \$ - | \$ - | \$ - | \$ - | \$ 316.60 | \$ 316.60 |
| 11. Staff Education and Training | \$ 2,500.00 | \$ 151.84 | \$ 2,651.84 | \$ - | \$ - | \$ - | \$ 2,500.00 | \$ 151.84 | \$ 2,651.84 |
| 12. Subcontracts/Agreements | \$ 1,000.00 | \$ 1,422.76 | \$ 2,422.76 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ 1,422.76 | \$ 2,422.76 |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Organization Dues | \$ 2,950.00 | \$ 125.13 | \$ 3,075.13 | \$ - | \$ - | \$ - | \$ 2,950.00 | \$ 125.13 | \$ 3,075.13 |
| Interest Expense | \$ - | \$ 2,901.36 | \$ 2,901.36 | \$ - | \$ - | \$ - | \$ - | \$ 2,901.36 | \$ 2,901.36 |
| Miscellaneous | \$ - | \$ 227.06 | \$ 227.06 | \$ - | \$ - | \$ - | \$ - | \$ 227.06 | \$ 227.06 |
| TOTAL | \$ 146,688.64 | \$ 25,351.36 | \$ 172,040.00 | \$ - | \$ - | \$ - | \$ 146,688.64 | \$ 25,351.36 | \$ 172,040.00 |

17.3%

Indirect As A Percent of Direct

Contractor Initials: RAF
Date: 5/27/16

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

Bidder/Program Name: d Family Services/HFA Merrimack

Budget Request for: HVNH-HFA

(Name of RFP)

Budget Period: July 1, 2017-June 30, 2018

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | |
|---|----------------------|---------------------|--------------------------|----------------|-------------------------------|---------------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed |
| 1. Total Salary/Wages | \$ 93,337.66 | \$ 13,807.78 | \$ - | \$ - | \$ 93,337.66 | \$ 13,807.78 |
| 2. Employee Benefits | \$ 24,854.00 | \$ 2,574.51 | \$ - | \$ - | \$ 24,854.00 | \$ 2,574.51 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ 1,153.82 | \$ - | \$ - | \$ - | \$ 1,153.82 |
| Purchase/Depreciation | \$ 900.00 | \$ 769.88 | \$ - | \$ - | \$ 900.00 | \$ 769.88 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 750.00 | \$ - | \$ - | \$ - | \$ 750.00 | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 700.00 | \$ 106.48 | \$ - | \$ - | \$ 700.00 | \$ 106.48 |
| 6. Travel | \$ 8,600.00 | \$ 291.45 | \$ - | \$ - | \$ 8,600.00 | \$ 291.45 |
| 7. Occupancy | \$ 8,696.98 | \$ 865.13 | \$ - | \$ - | \$ 8,696.98 | \$ 865.13 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,100.00 | \$ 410.85 | \$ - | \$ - | \$ 1,100.00 | \$ 410.85 |
| Postage | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 226.71 | \$ - | \$ - | \$ - | \$ 226.71 |
| Board Expenses | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ 316.60 | \$ - | \$ - | \$ - | \$ 316.60 |
| 11. Staff Education and Training | \$ 2,500.00 | \$ 151.84 | \$ - | \$ - | \$ 2,500.00 | \$ 151.84 |
| 12. Subcontracts/Agreements | \$ 1,000.00 | \$ 1,422.76 | \$ - | \$ - | \$ 1,000.00 | \$ 1,422.76 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Organization Dues | \$ 2,950.00 | \$ 125.13 | \$ - | \$ - | \$ 2,950.00 | \$ 125.13 |
| Interest Expense | \$ - | \$ 2,901.36 | \$ - | \$ - | \$ - | \$ 2,901.36 |
| Miscellaneous | \$ - | \$ 227.06 | \$ - | \$ - | \$ - | \$ 227.06 |
| TOTAL | \$ 146,688.64 | \$ 25,351.36 | \$ - | \$ - | \$ 146,688.64 | \$ 25,351.36 |

Indirect As A Percent of Direct 17.3%

Contractor Initials RF
Date 5/27/16

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

Bidder/Program Name: mily Services/HFA Rockingham

Budget Request for: HVNH-HFA

(Name of RFP)

Budget Period: July 1, 2016-June 30, 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHH contract share | | |
|---|----------------------|---------------------|----------------------|--------------------------|----------------|-------------|------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 65,821.08 | \$ 14,431.64 | \$ 80,252.72 | \$ - | \$ - | \$ - | \$ 65,821.08 | \$ 14,431.64 | \$ 80,252.72 |
| 2. Employee Benefits | \$ 14,460.00 | \$ 2,690.83 | \$ 17,150.83 | \$ - | \$ - | \$ - | \$ 14,460.00 | \$ 2,690.83 | \$ 17,150.83 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ 1,205.95 | \$ 1,205.95 | \$ - | \$ - | \$ - | \$ - | \$ 1,205.95 | \$ 1,205.95 |
| Purchase/Depreciation | \$ 450.00 | \$ 804.67 | \$ 1,254.67 | \$ - | \$ - | \$ - | \$ 450.00 | \$ 804.67 | \$ 1,254.67 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 700.00 | \$ 111.29 | \$ 811.29 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 111.29 | \$ 811.29 |
| 6. Travel | \$ 6,200.00 | \$ 304.62 | \$ 6,504.62 | \$ - | \$ - | \$ - | \$ 6,200.00 | \$ 304.62 | \$ 6,504.62 |
| 7. Occupancy | \$ 5,000.00 | \$ 904.22 | \$ 5,904.22 | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ 904.22 | \$ 5,904.22 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 700.00 | \$ 429.41 | \$ 1,129.41 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 429.41 | \$ 1,129.41 |
| Postage | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 236.96 | \$ 236.96 | \$ - | \$ - | \$ - | \$ - | \$ 236.96 | \$ 236.96 |
| Board Expenses | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Marketing/Communications | \$ - | \$ 330.90 | \$ 330.90 | \$ - | \$ - | \$ - | \$ - | \$ 330.90 | \$ 330.90 |
| Staff Education and Training | \$ 2,500.00 | \$ 158.70 | \$ 2,658.70 | \$ - | \$ - | \$ - | \$ 2,500.00 | \$ 158.70 | \$ 2,658.70 |
| 12. Subcontracts/Agreements | \$ 52,970.00 | \$ 1,487.04 | \$ 54,457.04 | \$ - | \$ - | \$ - | \$ 52,970.00 | \$ 1,487.04 | \$ 54,457.04 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Organization Dues | \$ 2,950.00 | \$ 130.79 | \$ 3,080.79 | \$ - | \$ - | \$ - | \$ 2,950.00 | \$ 130.79 | \$ 3,080.79 |
| Interest Expense | \$ - | \$ 3,031.58 | \$ 3,031.58 | \$ - | \$ - | \$ - | \$ - | \$ 3,031.58 | \$ 3,031.58 |
| Miscellaneous | \$ - | \$ 237.32 | \$ 237.32 | \$ - | \$ - | \$ - | \$ - | \$ 237.32 | \$ 237.32 |
| TOTAL | \$ 154,051.08 | \$ 26,495.92 | \$ 180,547.00 | \$ - | \$ - | \$ - | \$ 154,051.08 | \$ 26,495.92 | \$ 180,547.00 |

17.2%

Indirect As A Percent of Direct

Contractor Initials: RS
Date: 5/27/16

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

Bidder/Program Name: Family Services/HFA Rockingham

Budget Request for: HVNH-HFA

(Name of RFP)

Budget Period: July 1, 2017-June 30, 2018

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---|----------------------|---------------------|--------------------------|----------------|-------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 65,821.08 | \$ 14,431.64 | \$ - | \$ - | \$ 65,821.08 | \$ 14,431.64 | \$ 80,252.72 |
| 2. Employee Benefits | \$ 14,460.00 | \$ 2,690.83 | \$ - | \$ - | \$ 14,460.00 | \$ 2,690.83 | \$ 17,150.83 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 450.00 | \$ 1,205.95 | \$ - | \$ - | \$ 450.00 | \$ 1,205.95 | \$ 1,205.95 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 700.00 | \$ 111.29 | \$ - | \$ - | \$ 700.00 | \$ 111.29 | \$ 811.29 |
| 6. Travel | \$ 6,200.00 | \$ 304.62 | \$ - | \$ - | \$ 6,200.00 | \$ 304.62 | \$ 6,504.62 |
| 7. Occupancy | \$ 5,000.00 | \$ 904.22 | \$ - | \$ - | \$ 5,000.00 | \$ 904.22 | \$ 5,904.22 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 700.00 | \$ 429.41 | \$ - | \$ - | \$ 700.00 | \$ 429.41 | \$ 1,129.41 |
| Postage | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 236.96 | \$ - | \$ - | \$ - | \$ 236.96 | \$ 236.96 |
| Board Expenses | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ 330.90 | \$ - | \$ - | \$ - | \$ 330.90 | \$ 330.90 |
| 11. Staff Education and Training | \$ 2,500.00 | \$ 158.70 | \$ - | \$ - | \$ 2,500.00 | \$ 158.70 | \$ 2,658.70 |
| 12. Subcontracts/Agreements | \$ 52,970.00 | \$ 1,487.04 | \$ - | \$ - | \$ 52,970.00 | \$ 1,487.04 | \$ 54,457.04 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Organization Dues | \$ 2,950.00 | \$ 130.79 | \$ - | \$ - | \$ 2,950.00 | \$ 130.79 | \$ 3,080.79 |
| Interest Expense | \$ - | \$ 3,031.58 | \$ - | \$ - | \$ - | \$ 3,031.58 | \$ 3,031.58 |
| Miscellaneous | \$ - | \$ 237.32 | \$ - | \$ - | \$ - | \$ 237.32 | \$ 237.32 |
| TOTAL | \$ 154,051.08 | \$ 26,495.92 | \$ - | \$ - | \$ 154,051.08 | \$ 26,495.92 | \$ 180,547.00 |

17.2%

Indirect As A Percent of Direct

Contractor Initials BAI
Date 5/27/16



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

PAT

5/19/16



REVISIONS TO GENERAL PROVISIONS

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

PAT
Date 5/27/16



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

RAT
5/17/16

New Hampshire Department of Health and Human Services
Exhibit D



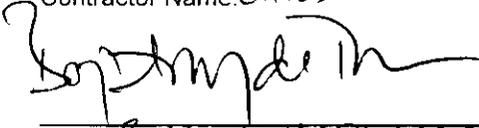
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

5/17/16
Date

Contractor Name: CHILD AND FAMILY SERVICES ST NH

Name: SOFIA ALVAREZ DE TOLSU
Title: PRESIDENT & CEO

Contractor Initials SA
Date 5/17/16



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):

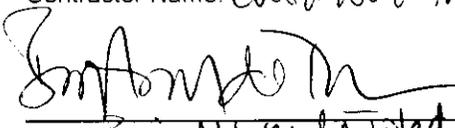
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

5/27/16
Date

Contractor Name: Child and Family Services NH

Name: Sergio Alvarez de Toledo
Title: President & 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 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 (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.

5/27/16
Date

Contractor Name: Child and Family Services Unit

Name: Juan Alvarez de Toledo
Title: President - CEO

Contractor Initials JAT
Date 5/27/16



**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

[Handwritten Signature]

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

5/27/16
Date

Contractor Name: Child and Family Service of NH

Name: Sofia Alvarez de Toledo
Title: President & CEO

Exhibit G

Contractor Initials: SAT

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

Date: 5/27/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Child and Family Center of UH*

[Handwritten Signature]

Name: *Sofia Alvarez de Toledo*

Title: *President & CEO*

5/17/16
Date

Contractor Initials *SA*
Date 5/17/16



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.

RAF

3/29/16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



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.

New Hampshire
Dept of Health & Human Services
The State

Marcella Bobinsky
Signature of Authorized Representative

Marcella Bobinsky
Name of Authorized Representative

Acting Director
Title of Authorized Representative

6/8/16
Date

Child and Family Service of NH
Name of the Contractor

[Signature]
Signature of Authorized Representative

SONJA ALVAREZ DE TOLEDO
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

5/27/16
Date



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

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

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

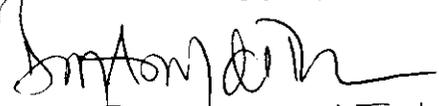
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

5/17/16
Date

Contractor Name: Child and Family Services of NH

Name: Eija Alvero de Toledo
Title: President & COO



FORM A

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

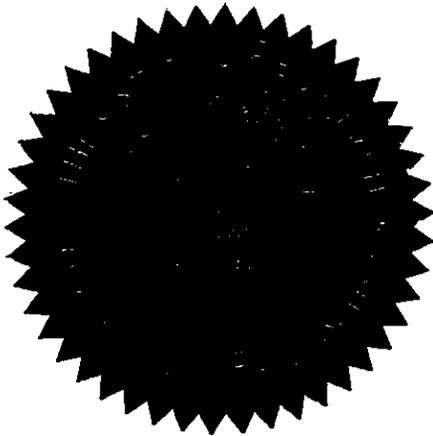
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

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



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 27th day of May, 2016.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 27th day of May, 2016.

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

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

(NOTARY SEAL)

Commission Expires: 3/6/18

NH DHHS, Office of Business Operations
Bureau of Provider Relationship Management
Certificate of Vote Without Seal



July 1, 2005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2016

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

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

| | | | |
|--|--|---|--------------------------------------|
| PRODUCER | | CONTACT NAME: Linda Dacey, CIC | |
| FIAI/Cross Insurance | | PHONE (A/C, No, Ext): (603) 669-3218 | FAX (A/C, No): (603) 645-4331 |
| 1100 Elm Street | | E-MAIL ADDRESS: ldacey@crossagency.com | |
| Manchester NH 03101 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Philadelphia Indemnity Ins Co | NAIC # 18058 |
| INSURED | | INSURER B: AIG Specialty Insurance Co. | |
| Child & Family Services of New Hampshire | | INSURER C: Travelers Casualty & Surety Co of | |
| Po Box 448 | | INSURER D: | |
| Manchester NH 03105 | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 15-16 All w/16-17WC & F/F **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 | | | PHPK1356559 | 7/1/2015 | 7/1/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> Liquor Liability | | | | | | MED EXP (Any one person) \$ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | | PHPK1356559 | 7/1/2015 | 7/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | Medical payments \$ 5,000 |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | PHUB504723 | 7/1/2015 | 7/1/2016 | EACH OCCURRENCE \$ 4,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 4,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 033571192 | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | (3a.) NH | 4/4/2016 | 4/4/2017 | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | All officers included | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C A | Fidelity & Forgery | | | 105912196 | 4/1/2016 | 4/1/2017 | Limit \$200,000 |
| | Professional Liability | | | PHPK1356559 | 7/1/2015 | 7/1/2016 | Aggregate: \$2,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| (603) 271-5139 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| The State of New Hampshire Department of Health and Human Services Bureau of Homeless and Housing 105 Pleasant Street Concord, NH 03301 | AUTHORIZED REPRESENTATIVE |
| | T Franggos/JSC |

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

MISSION STATEMENT

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

Child and Family Services of New Hampshire
Consolidated Financial Statements
For the Year Ended December 31, 2015
(With Independent Auditors' Report Thereon)

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Independent Auditors' Report

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

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2015, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the 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 the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Child and Family Services of New Hampshire's 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 31, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2016 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 23, 2016

Child and Family Services of New Hampshire

Consolidated Statement of Financial Position
 December 31, 2015
 (with comparative totals as of December 31, 2014)

| <u>ASSETS</u> | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>2015 Total</u> | <u>2014 Total</u> |
|--|----------------------|-------------------------------|-------------------------------|----------------------|----------------------|
| Current Assets: | | | | | |
| Cash and cash equivalents | \$ 320,694 | \$ 705,963 | \$ - | \$ 1,026,657 | \$ 890,520 |
| Accounts receivable, net | 662,144 | - | - | 662,144 | 640,899 |
| Prepaid expenses | 199,720 | - | - | 199,720 | 197,640 |
| Total Current Assets | 1,182,558 | 705,963 | - | 1,888,521 | 1,729,059 |
| Investments | | | | | |
| Beneficial interest held in trust | 13,728,041 | 416,360 | 1,385,618 | 15,530,019 | 16,910,992 |
| Property and equipment, net | 5,435,957 | 1,099,118 | 1,736,098 | 8,271,173 | 8,665,853 |
| TOTAL ASSETS | \$ 20,346,556 | \$ 2,211,441 | \$ 3,121,716 | \$ 25,679,713 | \$ 26,880,741 |
| LIABILITIES AND NET ASSETS | | | | | |
| Current Liabilities: | | | | | |
| Accounts payable | \$ 205,180 | \$ - | \$ - | \$ 205,180 | \$ 141,912 |
| Accrued payroll and related expenses | 556,453 | - | - | 556,453 | 472,297 |
| Bonds payable | 125,000 | - | - | 125,000 | 120,000 |
| Total Current Liabilities | 886,633 | - | - | 886,633 | 734,209 |
| Bonds payable, net of current portion | 4,480,005 | - | - | 4,480,005 | 4,725,005 |
| Deferred loans - NHFA | 1,250,000 | - | - | 1,250,000 | 1,250,000 |
| Interest rate swap agreements | 1,306,823 | - | - | 1,306,823 | 1,326,080 |
| TOTAL LIABILITIES | 7,923,461 | - | - | 7,923,461 | 8,035,294 |
| Net Assets: | | | | | |
| Donor restricted | - | 2,211,441 | 3,121,716 | 5,333,157 | 5,175,422 |
| Board designated | 13,728,041 | - | - | 13,728,041 | 14,963,027 |
| Unrestricted | (1,304,946) | - | - | (1,304,946) | (1,293,002) |
| Total Net Assets | 12,423,095 | 2,211,441 | 3,121,716 | 17,756,252 | 18,845,447 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 20,346,556 | \$ 2,211,441 | \$ 3,121,716 | \$ 25,679,713 | \$ 26,880,741 |

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

Child and Family Services of New Hampshire

Consolidated Statement of Activities

For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2014)

| | Unrestricted | Temporarily Restricted | Permanently Restricted | 2015 Total | 2014 Total |
|---|---------------|------------------------|------------------------|---------------|---------------|
| Support and Revenue: | | | | | |
| Support: | | | | | |
| Contributions | \$ 614,026 | \$ 1,118,467 | \$ 31,705 | \$ 1,764,198 | \$ 1,371,354 |
| Government grants | 7,693,618 | - | - | 7,693,618 | 7,397,947 |
| In-kind contributions | 164,488 | - | - | 164,488 | 178,220 |
| Income from special events, net | 324,767 | - | - | 324,767 | 217,281 |
| Revenue: | | | | | |
| Service fees | 1,673,930 | - | - | 1,673,930 | 1,673,390 |
| Other | 5,989 | - | - | 5,989 | 5,143 |
| Net assets released from restriction: | | | | | |
| Program releases | 538,155 | (538,155) | - | - | - |
| Capital campaign releases | 146,835 | (146,835) | - | - | - |
| Endowment releases | 177,992 | (177,992) | - | - | - |
| Endowment transfer to support operations | 738,698 | - | - | 738,698 | 718,287 |
| Total Support and Revenue | 11,978,178 | 255,785 | 31,705 | 12,265,668 | 11,561,622 |
| Operating Expenses: | | | | | |
| Program services | 10,011,631 | - | - | 10,011,631 | 10,228,336 |
| Management and general | 1,205,401 | - | - | 1,205,401 | 1,133,888 |
| Fundraising | 421,819 | - | - | 421,819 | 352,913 |
| Total Operating Expenses | 11,638,851 | - | - | 11,638,851 | 11,713,117 |
| Change in net assets before non-operating items | 339,327 | 255,785 | 31,705 | 626,817 | (151,495) |
| Non-Operating Items: | | | | | |
| Investment income (loss) | (868,823) | - | - | (868,823) | 544,412 |
| Gain on sale of assets | - | - | - | - | 269,892 |
| Unrealized gain (loss) on interest rate swap | 19,257 | - | - | 19,257 | (388,989) |
| Change in beneficial interest | - | - | (129,755) | (129,755) | (7,022) |
| Interest income | 7 | - | - | 7 | 19 |
| Endowment transfer to support operations | (738,698) | - | - | (738,698) | (718,287) |
| Total Non-Operating Items | (1,586,257) | - | (129,755) | (1,716,012) | (299,985) |
| Change in net assets | (1,246,930) | 255,785 | (98,050) | (1,089,195) | (451,460) |
| Net Assets, Beginning of Year | 13,670,025 | 1,955,659 | 3,219,768 | 18,845,447 | 19,296,927 |
| Net Assets, End of Year | \$ 12,423,095 | \$ 2,211,441 | \$ 3,121,718 | \$ 17,756,252 | \$ 18,845,447 |

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

Child and Family Services of New Hampshire

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2015

(with comparative totals for the year ended December 31, 2014)

| | Program Services | Management and General | Fundraising | 2015 Total | 2014 Total |
|------------------------------------|----------------------|---------------------------|-------------------|----------------------|----------------------|
| Personnel expense: | | | | | |
| Salaries and wages | \$ 5,423,669 | \$ 727,522 | \$ 282,567 | \$ 6,433,758 | \$ 6,624,576 |
| Employee benefits | 642,453 | 100,144 | 53,627 | 796,224 | 782,538 |
| Payroll related costs | 610,537 | 71,687 | 23,687 | 705,911 | 744,367 |
| Mileage reimbursement | 445,371 | 597 | 2,663 | 448,631 | 481,201 |
| Contracted services | 427,903 | 59,698 | 6,148 | 493,749 | 284,863 |
| Subtotal personnel expense | <u>7,549,933</u> | <u>959,648</u> | <u>368,692</u> | <u>8,878,273</u> | <u>8,917,545</u> |
| Accounting | - | 24,804 | - | 24,804 | 39,445 |
| Assistance to individuals | 829,936 | - | - | 829,936 | 676,459 |
| Communications | 142,579 | 3,635 | 7,023 | 153,237 | 176,094 |
| Conferences, conventions, meetings | 28,403 | 8,779 | 2,551 | 39,733 | 42,887 |
| Depreciation | 256,102 | 50,505 | - | 306,607 | 352,689 |
| In kind contributions | 160,386 | 4,102 | - | 164,488 | 178,220 |
| Insurance | 69,490 | 8,318 | 2,406 | 80,214 | 85,224 |
| Interest | 249,205 | 50,538 | - | 299,743 | 319,179 |
| Legal | - | 8,490 | - | 8,490 | 1,668 |
| Membership dues | 21,537 | 21,644 | 2,234 | 45,415 | 20,764 |
| Miscellaneous | 25,520 | 5,274 | 1,895 | 32,689 | 41,975 |
| Occupancy | 430,566 | 34,197 | 7,393 | 472,156 | 516,778 |
| Printing and publications | 37,675 | 3,707 | 26,126 | 67,508 | 58,858 |
| Rental and equipment maintenance | 84,142 | 13,913 | 1,508 | 99,563 | 146,904 |
| Supplies | 62,331 | 7,791 | 1,702 | 71,824 | 71,871 |
| Travel | 63,826 | 56 | 289 | 64,171 | 66,557 |
| Total Functional Expenses | <u>\$ 10,011,631</u> | <u>\$ 1,205,401</u> | <u>\$ 421,819</u> | <u>\$ 11,638,851</u> | <u>\$ 11,713,117</u> |

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

Child and Family Services of New Hampshire

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

| | <u>2015</u> | <u>2014</u> |
|--|----------------|--------------|
| <u>Cash Flows From Operating Activities:</u> | | |
| Change in net assets | \$ (1,089,195) | \$ (451,480) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 306,607 | 352,689 |
| Restricted contributions | (31,705) | (105,399) |
| Realized (gain) loss on investments | (528,934) | (51,820) |
| Unrealized (gain) loss on investments | 1,575,633 | 642,325 |
| Change in beneficial interest in trust | 129,755 | 7,022 |
| Change in interest rate swap | (19,257) | 388,999 |
| (Gain) loss on sale of asset | - | (269,892) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (21,245) | 185,183 |
| Prepaid expenses | (2,080) | (26,159) |
| Accounts payable | 63,268 | (64,335) |
| Accrued expenses | 84,156 | (150,591) |
| Other current liabilities | - | 60,175 |
| Net Cash Provided By Operating Activities | 467,003 | 516,717 |
| <u>Cash Flows From Investing Activities:</u> | | |
| Purchases of investments | (2,356,532) | (2,599,937) |
| Proceeds from sale of investments | 2,690,806 | 2,077,128 |
| Proceeds from sale of fixed assets | - | 731,894 |
| Purchase of fixed assets | (456,845) | (140,951) |
| Net Cash Provided By (Used By) Investing Activities | (122,571) | 68,134 |
| <u>Cash Flows From Financing Activities:</u> | | |
| Restricted contributions | 31,705 | 105,398 |
| Cash advance on line of credit | - | 5,850,785 |
| Payment on line of credit | - | (5,850,785) |
| Payment of long term debt | (240,000) | (128,983) |
| Payment on annuity | - | (362) |
| Net Cash Used By Financing Activities | (208,295) | (23,947) |
| Net Change in Cash and Cash Equivalents | 136,137 | 560,904 |
| Cash and Cash Equivalents, Beginning | 890,520 | 329,616 |
| Cash and Cash Equivalents, Ending | \$ 1,026,657 | \$ 890,520 |
| SUPPLEMENTAL INFORMATION: | | |
| Interest Paid | \$ 299,743 | \$ 339,881 |

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

Child and Family Services of New Hampshire

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2015

1. Description of Organization

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

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

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

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

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

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

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

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

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

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

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

3. Runaway and Homeless Youth Services

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

4. Senior Care and Independent Living

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

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 94 year camp history, and exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

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

2. Significant Accounting Policies

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

Net Assets

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

Unrestricted Net Assets

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

Temporarily Restricted Net Assets

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

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

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

Permanently Restricted Net Assets

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

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

Principles of Consolidation

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

Cash Equivalents

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

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the

individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

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

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended December 31, 2015, management has taken into account a variety of factors.

Beneficial Interest

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

Property and Equipment

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

reclassifies temporarily restricted net assets to unrestricted net assets at that time.

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

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

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

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

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

use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

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

Expense Recognition and Allocation

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

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

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

Use of Estimates

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

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as

an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

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

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

Reclassifications

Certain accounts 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 Measurements

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

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and

— inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

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

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

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5).
- Recurring measurement of beneficial interests in trusts (Note 6).
- Recurring measurement of bonds payable (Note 9).
- Recurring measurement of deferred loans (Note 10).

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$1,026,657 at December 31, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at December 31, 2015. The bank balance is categorized as follows:

| | |
|--------------------------------|---------------------|
| Insured by FDIC | \$ 354,890 |
| Uninsured and uncollateralized | <u>851,176</u> |
| Total Bank Balance | <u>\$ 1,206,066</u> |

4. Accounts Receivable

Receivables consisted of the following at December 31:

| | 2015 | | | 2014 | | |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Receivable</u> | <u>Allowance</u> | <u>Net</u> | <u>Receivable</u> | <u>Allowance</u> | <u>Net</u> |
| Grants receivable | \$ 578,576 | \$ (5,855) | \$ 572,721 | \$ 539,091 | \$ (4,727) | \$ 534,364 |
| Fees for service | 89,423 | - | 89,423 | 107,813 | (1,428) | 106,385 |
| Travel advances | - | - | - | 150 | - | 150 |
| | <u>\$ 667,999</u> | <u>\$ (5,855)</u> | <u>\$ 662,144</u> | <u>\$ 647,054</u> | <u>\$ (6,155)</u> | <u>\$ 640,899</u> |

5. Investments

Investments at fair value consist of mutual funds totaling \$15,530,019 at December 31, 2015.

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

For the years ended December 31, 2015 and 2014, expenses relating to investment revenues, including management fees, amounted to \$66,675 and \$91,915, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

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

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2015. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

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

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

6. Beneficial Interest Held in Trust

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

At December 31, 2015 and 2014, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$779,238 and \$833,116, respectively. The Organization received \$31,674 and \$24,247 from the funds in 2015 and 2014, respectively.

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

| <u>Trust</u> | <u>Percentage Interest</u> | <u>2015</u> | <u>2014</u> |
|--------------|----------------------------|-------------------|---------------------|
| Greenleaf | 100% | \$ 377,884 | \$ 405,687 |
| Spaulding | 100% | 324,270 | 351,865 |
| Cogswell | 50% | <u>254,706</u> | <u>275,185</u> |
| Total | | <u>\$ 956,860</u> | <u>\$ 1,032,737</u> |

In 2015 and 2014, income distributed by these trusts was \$15,926 and \$18,881, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

| | |
|--|---------------------|
| Balance at December 31, 2013 | \$ 1,872,875 |
| Change in value of beneficial interest | <u>(7,022)</u> |
| Balance at December 31, 2014 | 1,865,853 |
| Change in value of beneficial interest | <u>(129,755)</u> |
| Balance at December 31, 2015 | \$ <u>1,736,098</u> |

7. Property, Equipment and Depreciation

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

| | <u>2015</u> | <u>2014</u> |
|-----------------------------------|---------------------|---------------------|
| Land and land improvements | \$ 1,114,949 | \$ 1,114,949 |
| Buildings and improvements | 7,821,572 | 7,413,804 |
| Furniture, fixtures and equipment | 697,565 | 662,586 |
| Vehicles | 88,391 | 97,022 |
| Software | <u>166,592</u> | <u>166,590</u> |
| Subtotal | 9,889,069 | 9,454,951 |
| Less: accumulated depreciation | <u>(3,363,994)</u> | <u>(3,080,114)</u> |
| Total | <u>\$ 6,525,075</u> | <u>\$ 6,374,837</u> |

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2015, and was extended through June 30, 2016. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.5% at December 31, 2015), adjusted at each change in the index. At December 31, 2015, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange,

the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2015 and 2014 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2015 and 2014, the Organization recorded the swap liability position of \$1,306,823 and \$1,326,080, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2015, the Organization was in compliance with these covenants.

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

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------------|
| 2016 | \$ 125,000 |
| 2017 | 135,000 |
| 2018 | 140,000 |
| 2019 | 140,000 |
| 2020 | 150,000 |
| Thereafter | <u>3,915,005</u> |
| | <u>\$ 4,605,005</u> |

10. Deferred Loans - NHHFA

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

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

11. Endowment Funds:

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

Board-designated Investments

As of December 31, 2015, the Board of Trustees had designated \$13,728,041 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

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

Funds with Deficiencies

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

Investment Policy

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

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

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

Spending Policy

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

The net asset composition of endowment investments as of December 31, 2015 is as follows:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total Net Endowment Assets</u> |
|----------------------------------|----------------------|-----------------------------------|-----------------------------------|---|
| Donor-restricted endowment funds | \$ - | \$ 416,360 | \$ 1,385,618 | \$ 1,801,978 |
| Board-designated endowment funds | <u>13,728,041</u> | <u>-</u> | <u>-</u> | <u>13,728,041</u> |
| Total funds | <u>\$ 13,728,041</u> | <u>\$ 416,360</u> | <u>\$ 1,385,618</u> | <u>\$ 15,530,019</u> |

Changes in endowment net assets as of December 31, 2015 are as follows:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total Net Endowment Assets</u> |
|---|----------------------|-----------------------------------|-----------------------------------|---|
| Endowment net assets, beginning of year | \$ 14,963,027 | \$ 594,052 | \$ 1,353,913 | \$ 16,910,992 |
| Contributions | 370,535 | - | 31,705 | 402,240 |
| Investment income | (866,823) | - | - | (866,823) |
| Net assets released from restriction | <u>(738,698)</u> | <u>(177,692)</u> | <u>-</u> | <u>(916,390)</u> |
| Endowment net assets, end of year | <u>\$ 13,728,041</u> | <u>\$ 416,360</u> | <u>\$ 1,385,618</u> | <u>\$ 15,530,019</u> |

12. Temporarily Restricted Net Assets

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

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Program restrictions: | | |
| Camp | \$ 59,009 | \$ 48,702 |
| Child abuse prevention | 251,015 | 96,079 |
| Early Intervention | 52,130 | - |
| Family counseling | 33,951 | 19,594 |
| Homecare | 96,304 | 61,299 |
| Teen and youth | 204,344 | 148,587 |
| Training | 9,210 | - |
| Subtotal | <u>705,963</u> | <u>374,261</u> |
| Capital campaign restrictions: | | |
| Camp Pavillion | 273,929 | 282,178 |
| Camp Spaulding | 348,776 | 398,552 |
| Renovated teen center | 248,611 | - |
| Teen center | - | 82,005 |
| Union Street | 217,802 | 224,608 |
| Subtotal | <u>1,089,118</u> | <u>987,343</u> |
| Cumulative appreciation on permanently restricted net assets | <u>416,360</u> | <u>594,052</u> |
| Total | <u>\$ 2,211,441</u> | <u>\$ 1,955,656</u> |

13. Net Assets Released from Restriction

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

14. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years-ended December 31, 2015 and 2014, respectively.

15. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$150,685 and \$120,966 for the years ended December 31, 2015 and 2014, respectively.

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

| <u>Year</u> | <u>Amount</u> |
|-------------|-------------------|
| 2016 | \$ 82,707 |
| 2017 | 16,217 |
| 2018 | <u>3,621</u> |
| Total | <u>\$ 102,545</u> |

16. Concentrations of Risk

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

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

17. Subsequent Events

Subsequent events have been evaluated through March 23, 2016, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses

For the Year Ended December 31, 2016

(with comparative totals for the year ended December 31, 2014)

| | Family Counseling | Teen and Youth | Child Abuse & Family Strengthening | Child Abuse Prevention | Early Intervention | Homesite | Residential | Adoptions and Pregnancy Counseling | Child Advocate | Summer Camp | Total Program | Management and General | Fundraising | 2016 Total | 2014 Total |
|---------------------------------------|----------------------|----------------------|--|------------------------------|-----------------------|--------------|-------------|---|-------------------|----------------|------------------|------------------------------|-------------|---------------|---------------|
| Salaries | \$ 365,721 | \$ 735,345 | \$ 1,418,701 | \$ 1,042,217 | \$ 262,444 | \$ 1,422,861 | - | \$ 72,167 | \$ 76,305 | \$ 8,918 | \$ 6,423,669 | \$ 727,622 | \$ 282,667 | \$ 6,433,768 | \$ 6,694,678 |
| Employee benefits | 37,912 | 110,605 | 169,395 | 189,418 | 51,428 | 82,104 | - | 16,890 | 6,833 | 688 | 842,463 | 100,144 | 53,827 | 796,224 | 782,638 |
| Payroll related costs | 42,020 | 80,081 | 168,201 | 130,975 | 27,403 | 160,263 | - | 6,567 | 6,288 | 748 | 610,637 | 71,667 | 23,667 | 705,911 | 744,367 |
| Mileage reimbursements | 10,057 | 36,037 | 257,134 | 63,013 | 19,450 | 65,863 | - | 2,639 | 312 | 66 | 446,371 | 697 | 2,663 | 448,631 | 481,201 |
| Contracted services | 4,336 | 37,265 | 17,667 | 121,604 | 49,270 | 12,648 | - | 6,713 | 1,367 | 184,193 | 427,903 | 69,698 | 6,148 | 493,749 | 284,863 |
| Assistance to individuals | 27,127 | 182,657 | 458,201 | 118,953 | 3,603 | 12,709 | - | 9,310 | - | 7,476 | 829,938 | - | - | 829,938 | 678,469 |
| Communications | 10,143 | 38,432 | 39,237 | 28,868 | 6,118 | 16,101 | - | 3,763 | 1,447 | 1,482 | 142,678 | 3,655 | 7,023 | 163,237 | 176,094 |
| Conferences, conventions, meetings | 3,611 | 3,636 | 2,762 | 12,237 | 2,770 | 345 | - | 812 | 2,438 | 3 | 28,403 | 8,779 | 2,651 | 39,733 | 42,887 |
| Depreciation | 31,346 | 47,111 | 74,888 | 69,653 | 10,449 | 12,191 | - | 6,225 | 1,742 | 3,485 | 266,102 | 60,605 | - | 306,607 | 352,889 |
| In kind contributions | 18 | 69,608 | 83,688 | 5,930 | - | - | - | - | - | 1,144 | 160,366 | 4,102 | - | 164,488 | 178,220 |
| Insurance | 5,272 | 10,857 | 19,172 | 20,032 | 3,133 | 9,300 | - | 688 | 695 | 461 | 69,490 | 8,318 | 2,408 | 80,214 | 85,234 |
| Interest | 31,368 | 40,082 | 74,936 | 69,708 | 10,466 | 12,189 | - | 5,228 | 1,743 | 3,485 | 249,285 | 60,638 | - | 299,743 | 319,179 |
| Membership dues | 1,040 | 1,379 | 2,617 | 8,140 | 234 | 6,797 | - | 66 | 1,246 | 29 | 21,644 | 21,644 | 2,234 | 46,416 | 20,764 |
| Miscellaneous | 2,852 | 6,081 | 6,642 | 3,428 | 946 | 6,648 | - | 20 | 176 | 448 | 26,620 | 5,274 | 1,895 | 32,689 | 41,975 |
| Occupancy | 39,887 | 134,844 | 102,648 | 69,658 | 7,444 | 28,899 | - | 2,694 | 2,827 | 42,874 | 430,666 | 34,197 | 7,393 | 472,168 | 618,778 |
| Printing and publications | 706 | 3,061 | 10,652 | 14,779 | 1,474 | 6,437 | - | 80 | 1,239 | 247 | 37,876 | 3,707 | 26,128 | 67,508 | 68,858 |
| Professional fees | - | - | - | - | - | - | - | - | - | - | - | 33,294 | - | 33,294 | 41,113 |
| Rental and equipment | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| maintenace | 9,114 | 19,421 | 23,313 | 20,876 | 3,257 | 4,965 | - | 1,450 | 668 | 1,178 | 84,142 | 13,913 | 1,508 | 99,563 | 148,804 |
| Supplies | 3,850 | 27,058 | 10,681 | 7,489 | 1,358 | 11,127 | - | 494 | 317 | 67 | 62,331 | 7,781 | 1,702 | 71,824 | 71,871 |
| Travel | 1,406 | 31,466 | 13,972 | 9,242 | 1,654 | 4,941 | - | 83 | 248 | 824 | 63,826 | 66 | 289 | 64,171 | 66,557 |
| Current year totals | \$ 647,488 | \$ 1,626,193 | \$ 2,941,118 | \$ 2,003,028 | \$ 456,791 | \$ 1,844,488 | \$ - | \$ 132,619 | \$ 104,919 | \$ 255,987 | \$ 10,011,631 | \$ 1,205,401 | \$ 421,619 | \$ 11,636,861 | \$ 11,713,117 |
| Prior year totals | \$ 783,760 | \$ 1,657,020 | \$ 3,102,044 | \$ 2,280,351 | \$ 425,662 | \$ 1,650,804 | \$ 65,440 | \$ 144,623 | \$ 107,383 | \$ 232,458 | \$ 10,226,336 | \$ 1,133,668 | \$ 352,913 | \$ 11,713,117 | \$ 11,713,117 |

See Independent Auditors Report.

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

Board of Trustees 2015

Borja Alvarez de Toledo
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Borja Alvarez de Toledo, M.Ed.

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

alvarezdetoledob@cfsnh.org

Professional Profile

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

Professional Experience

Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

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

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

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

SKILLS SUMMARY

~Project Management
~Project Evaluation
~Data to Manage

~Non-Profit Operations
~Budget Development
~Local/Federal Grant Writing

~Strategic Planning
~Staff Recruitment
~Staff supervision

PROFESSIONAL EXPERIENCE

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

Senior Vice President, Chief Operating Officer

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

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

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

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

Executive Director

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

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

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

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

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

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

State Director

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

ADDITIONAL PROFESSIONAL EXPERIENCE

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

Director of Operations and Program Development/Clinical Social Worker

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

Adjunct Faculty, Communications Department Grant Writing Skills

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

EDUCATION

Master's Degree in Social Work (MSW)
University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)
Rivier College, 1991

ANTHONY F. CHEEK, JR.

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

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

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

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

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

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

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

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

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

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

Assistant Controller (2/96-3/98)

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

11/87 - 2/96

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

Controller/General Manager

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

EDUCATION:

1986

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

COMPUTER SKILLS:

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

Maryann Evers LICSW

40 Gould Hill Rd., Hopkinton NH 03229

617-571-7419 maryannevers5@gmail.com

Professional Overview

Clinical Social Worker/Manager with over 25 years of professional, clinical and managerial experience focusing on trauma, child welfare, early childhood, mental health. Skilled at working with state and private nonprofits to develop and provide a full range of services to children and families. Experienced in identifying programmatic and systemic barriers to optimum care and developing and sustaining programs to address these challenges.

Experience

Regional Clinical Director/MA Department of Children and Families 2010-june 2015

Responsible for oversight and implementation of agency policy and procedures in Boston MA. Direct supervision of multi-disciplinary staff including Quality Improvement, Risk Management, Adoption, Substance Abuse, Domestic Violence and Mental Health Consultation. Facilitate meetings with office middle and senior management. Liaison to child serving state, municipal and private agencies. Familiar with performance based management. Oversee system of after hours emergency response teams. Responsible for training, team building

Mental Health Specialist/ MA Department of Children and Families 2001-2010

Provide consultation to staff on issues involving mental health concerns. Helped design data collection and analysis to understand and address problem of children "stuck" in hospitals. Liaison with acute psychiatric facilities, Department of Mental Health and Developmental Disability Services. Developed and maintained interagency teams and group home with focus on children transitioning from child to adult services. Key developer of child psychopharmacology training for DCF workers. Implementation, oversight and analysis of consultation with community child psychiatrists. Leader in critical incident management, crisis debriefing and wellness initiative in the region. Promotes professional development of staff including intern supervision. Developed and implemented crisis planning teams with Boston Psychiatric Emergency Service Team.

Private Practice

2001-2012

Andover and Revere Ma

Provided outpatient child and family therapy. Special emphasis on adolescent adjustment, child development, child behavior and parenting strategies.

Director Child Services/North Suffolk Mental Health

1992-2001

Clinical and administrative oversight for all child and family out patient services at this private non-profit in Chelsea, Revere and East Boston Ma. Contracts management, budget development. Created and implemented one of the first in home family stabilization teams in the Boston area. Provided direct services, consultation and



Vista Volunteer 1977; exercise enthusiast, avid reader

License

Ma LICSW since 1990

NH LICSW application submitted

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------------|------------------|-----------|---------------------------|--------------------------------|
| Borja Alvarez de Toledo | CEO | \$162,510 | 0 | 0 |
| Maria Gagnon | COO | \$102,586 | 0 | 0 |
| Tony Cheek | CFO | \$100,339 | 0 | 0 |
| Maryann Evers | Program Director | \$71,386 | 20% | \$14,277 |
| | | | | |

Subject: Home Visiting New Hampshire – Healthy Families America (17-DHHS-DPHS-MCH-01-03)

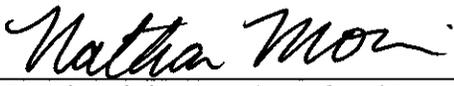
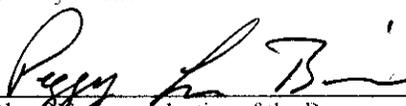
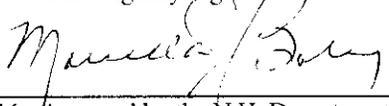
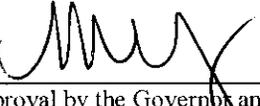
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|--|-----------------------------------|
| 1.1 State Agency Name 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 | 1.6 Account Number: 05-95-90-902010- 5896 0831 | 1.7 Completion Date June 30, 2018 | 1.8 Price Limitation \$328,560 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Nathan Morin, Board President | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>6-7-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary of Justice of the Peace Peggy Lee Brickley Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Marcela J. Behrman, Acting 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) By:  On: <u>6/13/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council 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 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.



Exhibit A Scope of Services

1. Provisions Applicable to All Services

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

“This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.”

2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Grafton County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
 - 2.1.1 Are first time mothers.
 - 2.1.2 Have low incomes.
 - 2.1.3 Are less than twenty-one (21) years of age.
 - 2.1.4 Have a history of child abuse or neglect or have had interactions with child welfare services.
 - 2.1.5 Have a history of substance abuse or need substance abuse treatment.
 - 2.1.6 Are users of tobacco products in the home.
 - 2.1.7 Have or have had children with low student achievement.
 - 2.1.8 Have children with developmental delays or disabilities.



Exhibit A Scope of Services

- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
 - 2.2.1 Accept referrals from referral sources that have been screened for services.
 - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
 - 2.3.1 Review the capacity report on a monthly basis.
 - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
 - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
 - 2.4.2 Foster respectful partnerships between parents and home visitors.
 - 2.4.3 Engage all family members and promote the involvement of all family members, including fathers/father figures, while explaining the importance of their role within the family.
 - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum. The Contractor shall ensure the nurse:
 - 2.5.1 Conducts one home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
 - 2.5.1.1 All health and nutritional recommendations.
 - 2.5.1.2 Signs and symptoms of premature labor.
 - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
 - 2.5.1.4 Risk factors including but not limited to:



Exhibit A Scope of Services

- 2.5.1.4.1 History of depression.
- 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within three (3) months of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
 - 2.5.2.1 The Edinburgh screening for postpartum depression
 - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
 - 2.5.3.1 The maternal-infant attachment.
 - 2.5.3.2 Family planning.
 - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff:
 - 2.5.4.1 Prenatal visit.
 - 2.5.4.2 Within three (3) months postpartum.
 - 2.5.4.3 Follow up within two (2) weeks from the date of receiving positive results.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
 - 2.6.1 Use text messaging to communicate the scheduling of visits, as appropriate and preferred by the family.
 - 2.6.2 Reach out to families on a weekly basis using hand written notes at the family home to respectfully reach out to families who may not be home at the scheduled visit time.
 - 2.6.3 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
 - 2.6.3.1 Parent-infant relationship development.
 - 2.6.3.2 Newborn care and safety.
 - 2.6.3.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
 - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days when necessary as described in the HFA Model.



Exhibit A Scope of Services

- 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
- 2.7.3 Work to attain HFA Accreditation. The Contractor shall:
 - 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
 - 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.4 Implement, at minimum, one of the following curricula for home visits:
 - 2.7.4.1 Parents as Teachers (PAT) as an annually trained approved user.
 - 2.7.4.2 Growing Great Kids (GGK) with certification training.
- 2.7.5 Develop creative outreach efforts to engage families to receive services.
- 2.7.6 Provide services that support the parent, parent-child interaction and child development.
- 2.7.7 Coordinate with other local service providers including health care providers, social workers and early interventionists.
- 2.7.8 Collaborate with other early childhood serving agencies including those that provide home visiting and family support services.
- 2.7.9 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
 - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
 - 2.8.2 Documenting case notes for all home visits.
 - 2.8.3 Making referrals to other agencies, as appropriate.
 - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
 - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.



Exhibit A Scope of Services

- 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
 - 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
 - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
 - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
 - 3.1.1 Cultural Competency
 - 3.1.2 Reporting Child Abuse
 - 3.1.3 Home Safety
 - 3.1.4 Substance Abuse
 - 3.1.5 Managing Crisis Situations
 - 3.1.6 Domestic Violence
 - 3.1.7 Responding to Mental Health
 - 3.1.8 Drug-exposed infants
 - 3.1.9 Community services availability
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
 - 3.2.1 Weekly individual supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to:
 - 3.2.1.1 Completing home visits.
 - 3.2.1.2 Referrals.
 - 3.2.2 Bi-weekly team meetings for support, reflection and case review.
- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.



Exhibit A Scope of Services

- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
 - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
 - 3.5.2 MCH Home Visiting Meetings.
 - 3.5.3 MIECHV Staff Training.
 - 3.5.4 MCH Home visiting CQI coaching calls.

4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet the unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
 - 4.3.1 Highlights of program activities conducted.
 - 4.3.2 Goals for the following quarter.
 - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
 - 4.4.1 Information regarding accomplishments and challenges for the program.
 - 4.4.2 Systemic barriers.
 - 4.4.3 Action plans to address barriers.
 - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
 - 4.5.1 Quarter 1, July – September DUE 10/15/2016
 - 4.5.2 Quarter 2, October – December DUE 1/15/2017
 - 4.5.3 Quarter 3, January – March DUE 4/15/2017
 - 4.5.4 Quarter 4, April – June DUE 7/15/2017
 - 4.5.5 Annual, July – June DUE 7/30/2017



Exhibit A Scope of Services

5. Deliverables

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The contractor shall maintain at least 85% of HFA defined capacity based on the number of Home visitors listed in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1st) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

AGENCY NAME: _____ SERVICE AREA: _____

REPORT COMPLETED BY: _____ Quarterly Report Annual Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|--|---|-----------------------------|
| | | Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum. | |
| | EVALUATION ACTIVITIES SFY 16 Target_ 70% Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ | | |

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|---|-----------------------------|
| | | Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline. | |
| | EVALUATION ACTIVITIES | SFY 15 Actual is baseline _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ | |

Contractor Initials: NM
 Date: 6/7/16

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|---|-----------------------------|
| | | Performance Measure #3 (HFA Standard 6-7.A): 95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3. | |
| | EVALUATION ACTIVITIES | SFY 16 Target <u>95%</u> Quarter 1 (July -- September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October -- December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January -- March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April -- June) NUMERATOR _____ DENOMINATOR _____ | |

Contractor Initials: NM
 Date: 6/7/16

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

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



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.505 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibits B-1 and B-2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services
Division of Public Health Services
Financial Administrator
29 Hazen Drive
Concord, NH 03301

E-mail: dphscontractbilling@dhhs.state.nh.us
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

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

Bidder/Program Name: FAMILY RESOURCE CENTER AT GORHAM

Budget Request for: RFP #17-DHHS-DPHS-MCH-01 FOR HVNH-HFA

(Name of B/F)

Budget Period: JULY 1, 2016 - JUNE 30, 2017

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--------------------------------------|--------------------|----------------|---------------|--------------------------|----------------|-------------|-------------------------------|----------------|---------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 90,202.98 | \$ 9,020.26 | \$ 99,223.24 | \$ - | \$ - | \$ - | \$ - | \$ 9,020.26 | \$ 99,223.24 |
| 2. Employee Benefits | \$ 24,000.00 | \$ 2,400.00 | \$ 26,400.00 | \$ - | \$ - | \$ - | \$ - | \$ 2,400.00 | \$ 26,400.00 |
| 3. Consultants | \$ 1,400.00 | \$ 140.00 | \$ 1,540.00 | \$ - | \$ - | \$ - | \$ - | \$ 140.00 | \$ 1,540.00 |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ - | \$ - | \$ - | \$ 30.00 | \$ 330.00 |
| Purchase/Depreciation | \$ 1,600.00 | \$ 160.00 | \$ 1,760.00 | \$ - | \$ - | \$ - | \$ - | \$ 160.00 | \$ 1,760.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 884.69 | \$ 88.47 | \$ 973.16 | \$ - | \$ - | \$ - | \$ - | \$ 88.47 | \$ 973.16 |
| 7. Occupancy | \$ 17,500.00 | \$ 1,750.00 | \$ 19,250.00 | \$ 800.00 | \$ 80.00 | \$ 880.00 | \$ - | \$ 1,750.00 | \$ 19,250.00 |
| 8. Current Expenses | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ - | \$ - | \$ - | \$ - | \$ 200.00 | \$ 2,200.00 |
| Telephone | \$ 80.00 | \$ 8.00 | \$ 88.00 | \$ - | \$ - | \$ - | \$ - | \$ 8.00 | \$ 88.00 |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ - | \$ - | \$ - | \$ - | \$ 200.00 | \$ 2,200.00 |
| Insurance | \$ 1,800.00 | \$ 180.00 | \$ 1,980.00 | \$ - | \$ - | \$ - | \$ - | \$ 180.00 | \$ 1,980.00 |
| Board Expenses | \$ 450.00 | \$ 45.00 | \$ 495.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ 15.00 | \$ 165.00 |
| 9. Software | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ - | \$ 50.00 | \$ 550.00 |
| 10. Manpower/Communications | \$ 4,500.00 | \$ 450.00 | \$ 4,950.00 | \$ 3,000.00 | \$ 300.00 | \$ 3,300.00 | \$ - | \$ 150.00 | \$ 1,650.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Please explain in detail) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 151,017.27 | \$ 15,101.73 | \$ 166,119.00 | \$ 4,800.00 | \$ 460.00 | \$ 5,061.00 | \$ 146,417.27 | \$ 14,641.73 | \$ 161,059.00 |

10.9%

Indirect As A Percent of Direct

Contractor Initials: NM
 Date: 6/7/16

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

Bidder/Program Name: FAMILY RESOURCE CENTER AT GORHAM

Budget Request for: RFP #17-DHHS-OPHS-MCH-01 FOR HVNH-HFA

(Name of RFP)

Budget Period: JULY 1, 2017 - JUNE 30, 2018

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|--|--------------------|---------------|--------------------------|-----------|-------------------------------|--------------|---------------|
| | Incremental | Fixed | Incremental | Fixed | Incremental | Fixed | |
| 1. Total Salary/Wages | \$ 93,405.00 | \$ 102,745.50 | \$ - | \$ - | \$ 93,405.00 | \$ 9,340.50 | \$ 102,745.50 |
| 2. Employee Benefits | \$ 26,700.00 | \$ 29,370.00 | \$ - | \$ - | \$ 26,700.00 | \$ 2,670.00 | \$ 29,370.00 |
| 3. Consultants | \$ 1,600.00 | \$ 1,760.00 | \$ - | \$ - | \$ 1,600.00 | \$ 160.00 | \$ 1,760.00 |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 300.00 | \$ 330.00 | \$ - | \$ - | \$ 300.00 | \$ 30.00 | \$ 330.00 |
| Purchase/Depreciation | \$ 1,600.00 | \$ 1,760.00 | \$ - | \$ - | \$ 1,600.00 | \$ 160.00 | \$ 1,760.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 888.64 | \$ 977.50 | \$ - | \$ - | \$ 888.64 | \$ 88.86 | \$ 977.50 |
| 7. Occupancy | \$ 17,000.00 | \$ 18,700.00 | \$ - | \$ - | \$ 17,000.00 | \$ 1,700.00 | \$ 18,700.00 |
| 8. Current Expenses | \$ 4,000.00 | \$ 4,400.00 | \$ 800.00 | \$ 80.00 | \$ 3,200.00 | \$ 320.00 | \$ 3,520.00 |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 2,000.00 | \$ 2,200.00 | \$ - | \$ - | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 |
| Subscriptions | \$ 80.00 | \$ 88.00 | \$ - | \$ - | \$ 80.00 | \$ 8.00 | \$ 88.00 |
| Audit and Legal | \$ 2,000.00 | \$ 2,200.00 | \$ - | \$ - | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 |
| Insurance | \$ 1,800.00 | \$ 1,960.00 | \$ - | \$ - | \$ 1,800.00 | \$ 180.00 | \$ 1,980.00 |
| Board Expenses | \$ 450.00 | \$ 495.00 | \$ 300.00 | \$ 30.00 | \$ 150.00 | \$ 15.00 | \$ 165.00 |
| 9. Software | \$ 350.00 | \$ 385.00 | \$ 500.00 | \$ 50.00 | \$ 350.00 | \$ 35.00 | \$ 385.00 |
| 10. Marketing/Communications | \$ 4,200.00 | \$ 4,620.00 | \$ 3,000.00 | \$ 300.00 | \$ 1,200.00 | \$ 120.00 | \$ 1,320.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Contracting, Professional Fees) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 156,873.64 | \$ 172,961.00 | \$ 4,600.00 | \$ 460.00 | \$ 152,273.64 | \$ 15,227.36 | \$ 167,501.00 |

10.0%

Indirect As A Percent of Direct

Contractor Initials NIM
Date 6/7/16



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.



REVISIONS TO GENERAL PROVISIONS

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

6/7/16
Date

Nathan Morin
Name: Nathan Morin
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *The Family Resource Center
at Gorham*

6/7/16
Date

Nathan Morin
Name: *Nathan Morin*
Title: *Board President*



**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 (1)(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:

6/7/16
Date

Nathan Morin
Name: Nathan Morin
Title: President



**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 NM

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: The Family Resource Center
at Gorham

6/7/16
Date

Nathan Morin
Name: Nathan Morin
Title: President, BOD

Exhibit G

Contractor Initials NM

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

Date 6/7/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *The Family Resource Center
at Gorham*

6/7/16
Date

Nathan Morin
Name: *Nathan Morin*
Title: *President, BOD*



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.

NM

6/7/16



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

NM

6/7/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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6/7/16



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

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

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

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

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

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

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

Contractor Name: *The Family Resource Center
at Gorham*

6/7/16
Date

Nathan Morin
Name: *Nathan Morin*
Title: *Board President*



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.

Dept of Health & Human Services
The State

The Family Resource Center at Gorham
Name of the Contractor

Marcella J. Bobusky
Signature of Authorized Representative

Nathan Morin
Signature of Authorized Representative

Marcella Bobusky
Name of Authorized Representative

Nathan Morin
Name of Authorized Representative

Acting Director
Title of Authorized Representative

Board President
Title of Authorized Representative

6-8-2016
Date

6/7/16
Date



FORM A

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

1. The DUNS number for your entity is: 019150817
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

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 formed April 3, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of January A.D. 2016



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

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

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[By Registered Agent](#)
[Annual Report](#)
[File Online](#)
[Guidelines](#)
[Name Availability](#)
[Name Appeal Process](#)

Date: 6/9/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|--------------------------------------|-----------|
| THE FAMILY RESOURCE CENTER AT GORHAM | Legal |

Non-Profit Corporation - Domestic - Information

| | |
|---------------------------------------|------------------------------------|
| Business ID: | 270161 |
| Status: | Good Standing |
| Entity Creation Date: | 4/3/1997 |
| Principal Office Address: | 123 Main Street Gorham NH 03581 |
| Principal Mailing Address: | 123 Main St Gorham NH 03581 |
| Expiration Date: | Perpetual |
| Last Annual Report Filed Date: | 12/16/2015 10:32:33 AM |
| Last Annual Report Filed: | 2015 |

Registered Agent

| | |
|-------------------------|------------|
| Agent Name: | |
| Office Address: | No Address |
| Mailing Address: | No Address |

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Katherine Baublis, do hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 18, 2016:

RESOLVED: That the Board President 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 June 7, 2016, 2016.
4. Nathan Morin is the duly elected Board President of the Agency.


Katherine Baublis, Secretary

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 7th day of June, 2016.

By Nathan Morin, Board President of The Family Resource Center at Gorham


(Notary Public/Justice of the Peace)

PEGGY LEE BRICKLEY
Notary Public, State of New Hampshire
My Commission Expires May 4, 2021

Commission Expires: 05/21/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2016

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

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

| | | | |
|---|--|---|------------------------|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581 | | CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Group INSURER B: Travelers Property Casualty Co of INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 25674 |

| | | |
|------------------|---------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 2016 | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | MAC3793560-10 | 5/10/2016 | 5/10/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 AbMol Daycare, Inc AnoPA \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | MAC3793560-10 | 05/10/2016 | 05/10/2017 | 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 DED RETENTION \$ | | | UMB113778401 | 5/10/2016 | 5/10/2017 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6JUB2E64693-3-16 | 1/1/2016 | 1/1/2017 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

| | |
|--|--|
| CERTIFICATE HOLDER NH Dept of Health and Human Services Director, Div of Public Health Services 29 Hazen Drive Concord, NH 03301-6504 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i> |
|--|--|

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The Family Resource Center

123 Main Street
Gorham, NH 03581
603-466-5190 (T)
603-466-9022 (F)

Satellite Offices in Lancaster and Colebrook and Littleton, NH

Patti Stolte
Executive Director
www.frc123.org

THE FRC 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, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

JUNE 30, 2015

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

**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY
DOVER • CONCORD

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Family Resource Center at Gorham (a nonprofit organization) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of cash flows, and notes to financial statements for the years then ended, and the related statement of activities and statement of functional expenses for the year ended June 30, 2015.

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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2015 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Family Resource Center at Gorham's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 5, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, McDonnell & Roberts
Professional Association*

October 16, 2015
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2015 AND 2014**

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| <u>ASSETS</u> | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 61,426 | \$ 139,460 |
| Certificates of deposit | 79,647 | 79,488 |
| Investments | 177,349 | 188,804 |
| Grants receivable | 187,526 | 70,386 |
| Prepaid expenses | <u>3,851</u> | <u>3,525</u> |
| Total current assets | <u>509,799</u> | <u>481,663</u> |
| PROPERTY | | |
| Leasehold improvements | 72,362 | 72,362 |
| Furniture and equipment | <u>51,575</u> | <u>51,575</u> |
| Total | 123,937 | 123,937 |
| Less: accumulated depreciation | <u>(70,128)</u> | <u>(62,508)</u> |
| Property, net | <u>53,809</u> | <u>61,429</u> |
| Total assets | <u>\$ 563,608</u> | <u>\$ 543,092</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| CURRENT LIABILITIES | | |
| Demand note payable | \$ 29,500 | \$ - |
| Accounts payable | 11,427 | 7,272 |
| Accrued expenses | 10,412 | 8,604 |
| Agency deposits | 22,179 | 22,177 |
| Refundable advances | <u>41,887</u> | <u>70,122</u> |
| Total current liabilities | <u>115,405</u> | <u>108,175</u> |
| NET ASSETS | | |
| Unrestricted | | |
| Designated for long-term building maintenance | 12,219 | 9,210 |
| Undesignated | 239,647 | 215,842 |
| Permanently restricted - endowment | <u>196,337</u> | <u>209,865</u> |
| Total net assets | <u>448,203</u> | <u>434,917</u> |
| Total liabilities and net assets | <u>\$ 563,608</u> | <u>\$ 543,092</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH COMPARATIVE TOTALS FOR 2014**

| | 2015 | | | Total | 2014 Total |
|--|-----------------------|-----------------------------------|-----------------------------------|-----------------------|-----------------------|
| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | | |
| REVENUE AND SUPPORT | | | | | |
| Grants | \$ - | \$ 1,098,729 | \$ - | \$ 1,098,729 | \$ 1,000,114 |
| Donations | 42,771 | - | - | 42,771 | 25,270 |
| Agency rents | 33,167 | - | - | 33,167 | 32,104 |
| Investment income | - | - | 4,243 | 4,243 | 4,139 |
| Interest income | 182 | - | - | 182 | 369 |
| Net unrealized investment gain | - | - | (5,255) | (5,255) | 12,007 |
| Net realized investment gain | - | - | 7,296 | 7,296 | 9,859 |
| Net assets released from restrictions | <u>1,113,358</u> | <u>(1,098,729)</u> | <u>(14,629)</u> | <u>-</u> | <u>-</u> |
| Total revenues, support and net assets released from restrictions | <u>1,189,478</u> | <u>-</u> | <u>(8,345)</u> | <u>1,181,133</u> | <u>1,083,862</u> |
| EXPENSES | | | | | |
| Program services | 990,600 | - | - | 990,600 | 908,518 |
| Management and general | <u>172,064</u> | <u>-</u> | <u>5,183</u> | <u>177,247</u> | <u>155,144</u> |
| Total expenses | <u>1,162,664</u> | <u>-</u> | <u>5,183</u> | <u>1,167,847</u> | <u>1,063,662</u> |
| INCREASE (DECREASE) IN NET ASSETS | 26,814 | - | (13,528) | 13,286 | 20,200 |
| NET ASSETS - BEGINNING OF YEAR | <u>225,052</u> | <u>-</u> | <u>209,865</u> | <u>434,917</u> | <u>414,717</u> |
| NET ASSETS - END OF YEAR | <u>\$ 251,866</u> | <u>\$ -</u> | <u>\$ 196,337</u> | <u>\$ 448,203</u> | <u>\$ 434,917</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

| | <u>2015</u> | <u>2014</u> |
|---|------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Increase in net assets | \$ 13,286 | \$ 20,200 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Unrealized gain on investments | 5,255 | (12,007) |
| Depreciation | 7,620 | 7,620 |
| (Increase) decrease in assets | | |
| Grants receivable | (117,140) | 57,871 |
| Prepaid expenses | (326) | 6,305 |
| Increase (decrease) in liabilities | | |
| Accounts payable | 4,155 | 4,238 |
| Accrued expenses | 1,808 | 2,222 |
| Agency deposits | 2 | 2 |
| Refundable advances | <u>(28,235)</u> | <u>(28,204)</u> |
| NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES | <u>(113,575)</u> | <u>58,247</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Sale of investments and certificates of deposit | <u>6,041</u> | <u>7,037</u> |
| NET CASH PROVIDED BY INVESTING ACTIVITIES | <u>6,041</u> | <u>7,037</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Net borrowings on line of credit | <u>29,500</u> | <u>-</u> |
| NET CASH PROVIDED BY FINANCING ACTIVITIES | <u>29,500</u> | <u>-</u> |
| NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS | (78,034) | 65,284 |
| CASH AND EQUIVALENTS - BEGINNING OF YEAR | <u>139,460</u> | <u>74,176</u> |
| CASH AND EQUIVALENTS - END OF YEAR | <u>\$ 61,426</u> | <u>\$ 139,460</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid for interest | <u>\$ 47</u> | <u>\$ -</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH COMPARATIVE TOTALS FOR 2014**

| | 2015 | | | 2014 Total |
|------------------------------------|---------------------|------------------------------|---------------------|---------------------|
| | Program Services | Management and General | Total | |
| Personnel Costs | | | | |
| Salaries and wages | \$ 541,313 | \$ 122,826 | \$ 664,139 | \$ 596,491 |
| Payroll taxes | 35,102 | 12,194 | 47,296 | 44,168 |
| Employee benefits | 76,229 | 29,557 | 105,786 | 97,151 |
| Contractors and consultants | 92,454 | 1,435 | 93,889 | 67,830 |
| Program activities | 67,118 | - | 67,118 | 80,226 |
| Program travel | 43,450 | 1,103 | 44,553 | 43,411 |
| Heat and utilities | 24,631 | - | 24,631 | 22,981 |
| Program materials | 23,369 | - | 23,369 | 15,067 |
| Food and supplies | 9,041 | 1,880 | 10,921 | 10,907 |
| Small equipment | 10,365 | - | 10,365 | 2,659 |
| Accounting fees | 9,200 | - | 9,200 | 9,000 |
| Telephone, internet, fax and cable | 8,952 | 19 | 8,971 | 11,453 |
| Liability insurance | 8,374 | - | 8,374 | 7,694 |
| Conferences and meetings | 7,632 | 97 | 7,729 | 8,184 |
| Depreciation | 7,620 | - | 7,620 | 7,620 |
| Rent | 7,480 | - | 7,480 | 7,250 |
| Training | 5,908 | - | 5,908 | 5,479 |
| Bank charges | - | 5,345 | 5,345 | 4,382 |
| Printing | 4,629 | 69 | 4,698 | 5,233 |
| Maintenance and inspections | 3,824 | - | 3,824 | 7,244 |
| Postage and shipping | 2,005 | 302 | 2,307 | 1,653 |
| Property insurance | 1,333 | - | 1,333 | 1,200 |
| Technology | - | 1,321 | 1,321 | 3,977 |
| Administrative | - | 827 | 827 | 1,415 |
| Interest expense | - | 47 | 47 | - |
| Other | 571 | 225 | 796 | 987 |
| Total | <u>\$ 990,600</u> | <u>\$ 177,247</u> | <u>\$ 1,167,847</u> | <u>\$ 1,063,662</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

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 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, 2015 and 2014, the Resource Center has 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 2011.

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 - \$14 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, 2015 and 2014 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 October 16, 2015, which is the date that the financial statements were available to be issued.

Prior Year's Information

The financial statements include certain prior year summarized comparative information in total but not by function. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Resource Center's financial statements for the year ended June 30, 2014, from which the summarized information was derived.

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, 2015 and 2014, 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, 2015 and 2014.

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

The preceding method described 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 with a bank. The revolving line of credit 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, 2015 and 2014, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.10% and 3.20%, respectively. The balance outstanding at June 30, 2015 was \$29,500. There was no balance outstanding as of June 30, 2014.

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, 2015 and 2014 were \$22,179 and \$22,177, respectively

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2015 and 2014 totaled \$41,887 and \$70,122, 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, 2015 and 2014. 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, 2015 and 2014, 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 \$12,219 and \$9,210 at June 30, 2015 and 2014, 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 \$7,480 and \$7,250 for the years ended June 30, 2015 and 2014, respectively.

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

| <u>Year Ending June 30</u> | <u>Amount</u> |
|--------------------------------|-----------------|
| 2016 | \$ 6,000 |
| Total | <u>\$ 6,000</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, 2015 and 2014 is presented as follows:

| <u>Year</u> | <u>Investment</u> | <u>Cost</u> | <u>Market Value</u> | <u>Excess (Deficiency) of Market Over Cost</u> | <u>Investment Income</u> |
|-------------|-------------------|-------------|-------------------------|--|------------------------------|
| 2015 | Bank of America | \$152,575 | \$177,349 | \$24,774 | \$4,243 |
| 2014 | Bank of America | \$158,775 | \$188,804 | \$30,029 | \$4,139 |

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, 2015 and 2014 the endowment fund was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2015 and 2014 was as follows:

| | Balances as of <u>June 30, 2014</u> | Activity for the Year Ended <u>June 30, 2015</u> | Balances as of <u>June 30, 2015</u> |
|--------------------------|--|---|--|
| Permanent gifts | \$175,809 | \$ - | \$175,809 |
| Investment earnings | 29,773 | 4,243 | 34,016 |
| Realized gain | 17,655 | 7,296 | 24,951 |
| Transfer to unrestricted | (26,961) | (14,629) | (41,590) |
| Investment expense | (16,440) | (5,183) | (21,623) |
| Unrealized gain (loss) | <u>30,029</u> | <u>(5,255)</u> | <u>24,774</u> |
| | <u>\$209,865</u> | <u>\$(13,528)</u> | <u>\$196,337</u> |

| | Balances as of <u>June 30, 2013</u> | Activity for the Year Ended <u>June 30, 2014</u> | Balances as of <u>June 30, 2014</u> |
|--------------------------|--|---|--|
| Permanent gifts | \$175,809 | \$ - | \$175,809 |
| Investment earnings | 25,634 | 4,139 | 29,773 |
| Realized gain | 7,796 | 9,859 | 17,655 |
| Transfer to unrestricted | (13,123) | (13,838) | (26,961) |
| Investment expense | (12,284) | (4,156) | (16,440) |
| Unrealized gain | <u>18,022</u> | <u>12,007</u> | <u>30,029</u> |
| | <u>\$201,854</u> | <u>\$ 8,011</u> | <u>\$209,865</u> |



The Family Resource Center

123 Main Street
Gorham, NH 03581
603-466-5190 (T)
603-466-9022 (F)

Satellite Offices in Lancaster, Colebrook and Littleton, NH

Patricia Stolte
Executive Director
www.frc123.org

2016/2017 BOARD OF DIRECTORS

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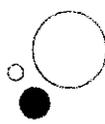
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North Conway, NH

Betty Dube
North Country Educational Services
Finance Director
Gorham, NH

Bridget Laflamme
Coos County Family Health
Berlin, NH



Jen Buteau

- Motivated, dependable, and committed employee
- Strong and proven training and interpersonal skills
- Ability to lead and motivate team members
- Expert advocacy, communication and case planning skills
- Successful leadership and managerial experiences
- Proficient computer skills including MS Word, Excel, PowerPoint and Outlook
- Grant writing, reporting, Opinion-Editorial pieces and press releases
- Ability to multi-task, be versatile and deal with crisis situations while maintaining excellent time-management skills and professionalism
- Adhere to budgets; analyze and incorporate ways to decrease expenses and increase revenue
- Sensitivity to and clinical experience with people struggling with addiction, mental health issues, poverty, diversity, cognitive impairments, or otherwise marginalized individuals
- In-depth knowledge and clinical use of Motivational Interviewing & Dialectical Behavior Therapy

○ Professional Experience

September 2015 – present The Family Resource Center Director of Family Support Programs

- Responsible for the overall management of multiple programs for children and families at non-profit agency covering northern New Hampshire

March 2013 – September 2015 CASA of NH Training & Recruitment Coordinator

- Spread increased awareness about CASA of NH and recruiting more quality volunteers to advocate for children who have been abused / neglected

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

- Coordinated meaningful work experiences through creating and matching volunteer opportunities to individuals receiving welfare in an effort to increase their likelihood of acquiring gainful employment and 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

1998 – 2000

Center of Hope, Conway, NH

Support Facilitator II

- Mentored direct care staff, handled crisis situations and trained, supervised and supported staff in a residential behavioral unit
- Created schedules, assisted in developing and implementing behavior change plans, was responsible for accounts payable and receivable, invoices and purchasing
- Interfaced with community agencies and individuals on behalf of clients

○ Education

B.A., Psychology, Rivier College, Nashua, NH, 03060

Seminars: Motivational Interviewing

Dialectical Behavior Therapy

Supported Employment

Assertive Community Treatment

Illness Management and Recovery

Treatment of Co-Occurring Disorders

○ Community Involvement

2014 Co-recipient of the Gus Rooney Award

Therapeutic foster care provider

Blogger for Stay, Work, Play N.H.

Outreach volunteer for Believe in Books

Soccer coach for North Country Soccer League

Former Berlin Planning Board Member

Coach / coordinator for Young Athlete Program

Former Berlin City Councilor

Jen Buteau • 275 Willard Street, Berlin, NH 03570 • 603.748.3676

PEGGY LEE BRICKLEY

PROFESSIONAL EXPERIENCE

- Family Resource Center** **2014-Present**
Administrative Assistant
Provide administrative services to the Family Support Program;
Prepare Medicaid billing and correspondences; Support Executive Director with grants and RFP needs; Prepare time sheets, pay stubs and weekly deposits
- Mt. Madison Inn & Suites** **2014-2015**
Front Desk/Guest Services
Make and confirm reservations; Greet guests as they arrive; Handle guest check-ins and check-outs appropriately; Take calls and provide information; Clean and maintain lobby and common areas; Balance cash at end of shift and generate accounting reports
- Old Republic Title Insurance Company** **2011-2012**
Title Examiner
Examine, analyze and evaluate records on titles of real estate properties;
Assign title search orders to title searchers and monitor orders to insure turnaround requirements are met; Examine title documents filed in the public records and prepare final title report for real estate transactions
- Bank of America** **2010-2011**
Customer Assistance/Collections
- Self Employed** **2004-2010**
Title Searcher
Data preparation, filing documents necessary for property settlements.
review of titles for liens, encumbrances and judgments, document all right of ways, easements and recorded surveys affecting property, recording of applicable mortgage and deed transfers and parcel plots
- Delaware Title Services, LLC** **2007-2008**
Title Searcher
- First American Title Insurance Company** **2001-2004**
Title Searcher
- Gregory W. Williams, PA** **1998-2001**
Title Searcher
- Hudson, Jones, Jaywork, Williams & Liguori** **1996-1998**
Title Seacher

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

Family Support Worker
Job Description

Responsible to: Healthy Families Supervisor

Family Support Worker Responsibilities:

- Maintain a clean organized work space
- Maintain all client files in their work space in a locked cabinet
- Complete a Family Resource Center time sheet on a weekly basis and have it turned into the Director of Family Support Services no later than Monday morning at 10:00 am
- Provide a copy of their drivers' license, car insurance, and criminal record check in their personnel file.
- Family Support Worker will attend all required staff meeting and training days
- Submit a weekly calendar to the Director Family Support Services
- Attend weekly check-in with Director Family Support Worker
- Attend monthly clinical supervision with clinical supervisor
- Attend any re-certifications to maintain curricula requirements to be a practitioner within the confines of Family Resource Center policy and budget.
- Family support Worker will maintain and supply the Director of Family Support Services with a weekly calendar.
- Attend and participate in any community collaboration groups or initiatives assigned by the Director of Family Support Services or Administrator of MCH programs.
- Family Support Worker will represent them in a professional manner at all times.
- Family Support Staff will maintain professional attire.
- Maintain client confidentiality
- Attend community groups or board meetings as assigned by the Director of Family Support Services.
- All equipment issued by the Family Resource Center (Cell phone and laptop) is to be used for professional use only.
- Family Support Staff will review and answer e-mails on a daily basis
- Family Support Staff will follow all Family Resource Center policies as set by the Board of Directors.

Program Requirements:

- Receive referrals from Administrator MCH programs or Director Family Support Services
- Family Support Workers are to maintain and arrange all of their client appointments to meet the required guidelines of all contracts and grants.
- Call all referrals and make intake appointments
- Complete all intake paperwork and signed releases during first appointment
- Enter all new clients into required databases for each program
- Maintain a clean organized client record log with all required program paperwork

- Complete monthly report forms by the 5th of each month
- Maintain client progress note for each visit conducted
- Maintain client progress note for each correspondence with client.
- Complete a closing form for each client ending services with the Family Resource Center Family Support Program.

VALERIE CHRISTOPHER

SUMMARY OF QUALIFICATIONS

Over 15 years' of professional experience in the office management field.

WORK OF EXPERIENCE

- December 2015 - present **Home Visitor Family Resource Center at Gorham**
Support families to have positive, nurturing relationships.
- 2013 - 2014 **Property Manager, AHEAD**
Managed low income housing.
- 2009 - 2013 **Case Manager/Service Coordinator, Northern Human Services**
Provide direct service, case management and family supports to a dually diagnosed population.
- 1996 - present **Personnel/Office Manager - Albrite Signs**
Oversee all aspects of daily operation, bookkeeping
- 1994 - 1996 **Financial Assistance Social Worker** Dept of Transitional Assistance
Intake and Assessment of individual and family financial situations.
Counseled and/ or referred to appropriate agency for assistance.
- 1990-1994 **Employment Counselor, Department of Employment & Training**
Stationed in Public Assistance Office as a pilot program to provide counseling and training to assist individuals and families to gain independence from the public assistance programs.

EDUCATION

1987 University of Massachusetts
Bachelors in Human Service Management

REFERENCES

Provided upon request

Annette Lucas

Administrative Assistant, Billing Specialist and Medical Assistant

WORK EXPERIENCE

Family Support Worker

Family Resource Center Gorham - Gorham, NH - January 2016 to Present

Responsibilities

Visit individual Families in their home to work on topics such as positive discipline or infant growth and development.

Maintain and arrange client appointments to meet the required guidelines of all contracts and grants.

Maintain a clean organized client record log with all required program paperwork.

Property Manager/Collections

Century 21 Winn Associates - Littleton, NH - August 2014 to May 2015

Responsibilities

List and advertise all rental properties available.

Show properties to potential tenants.

Verify references and complete Credit Checks.

Maintain compliance to all lease agreements.

Review current leases and make adjustments to rental fees.

Provide Move-In and Move-Out inspections and document findings.

Positive dialogue between Property Management and Tenants.

Oversee daily operations of Front Office

Collect, record and follow-up on Rental Fees due

Communication with prospective visitors, including Home Buyers & Sellers.

Office Procedures and Practices.

Administrative Assistant, Billing Specialist and Medical Assistant

Tri-County CAP, Inc - Whitefield, NH - June 2009 to February 2011

Staff Guardian

- Meet with ward and/or treatment team according to ward's needs and programs policy.

Advocate and assure that treatment is provided in the ward's best interest, in the least restrictive setting and with the utmost confidentiality.

- Provide informed consent as necessary to make appropriate decisions for appointed ward.

- Maintain records and documentation in a manner that reflects current status of ward.

- Complete guardianship reports and plans accurately in accordance with State of NH and program requirements.

- Demonstrate and implement a working knowledge of state standards and regulations.

Billing Specialist/Administrative Assistant

North Country Oral Surgery - Littleton, NH - May 2006 to June 2009

Patient Scheduling and Medical Records.

- Prepare and maintain medical records.
- Daily contact with medical insurance companies to verify and confirm benefits.
- Daily billing to multiple insurance companies including Medicaid.
- Daily recording and reconciliation of Account Receivables.

Dental Assistant

David Taylor, D.D.S - Littleton, NH - June 2005 to May 2006

Assist the Doctor in all aspects of dental procedures and patient care.

- Set-up dental kits and maintain all aspects of proper sanitation.
- Provide friendly and calm communication to assure patient comfort.

ADDITIONAL INFORMATION

Although my resume does not reflect my Food Service Experience, I have a total of 6 years experience in the industry. My experience has been at the School Food Service level. I began as a Dietary Aide and was promoted to Food Service Director shortly afterwards. I also have experience working in a nursing home facility presently and in the past. Along with this experience I have several years working as a cook in the Hospitality business. I would love to speak to you further regarding the Food Service Director position you are currently seeking. Thank you.

- Accurate documentation in resident medical records, physician awareness reports
- Worked with an interdisciplinary team for resident care, quarterly reporting and the Minimum Data Set Assessment
- Management and implementation of comprehensive Plans of Care for residents
- Resident and Staff Advocate

1987 – 1989 School Lunch Program Assistant Gorham School District Gorham, NH

- Preparation and administration of 200 youth meals daily

1977-1980 St Vincent de Paul Nursing Home Berlin, NH
 Licensed Practical Nurse

- Medication administration, daily nursing assessments, implantation of physician's orders, resident care

Education

- 1976-1977 Diploma Nursing Degree Berlin Vocational Technical College
- 1975 Graduated High School Gorham, NH

Volunteer

- Past president of Local Union #3421 AFSME Berlin NH
- Executive Board Member Coos County Coalition
- Member Berlin Area Health Consortium
- Executive Board member Androscoggin Valley Community Partners
- Past Board member Androscoggin Valley Cancer Fund
- Past Advisory Board for UNH Coop Extension
- Present board member for Northern Granite United Way

Accomplishments

- Completed the Dare to Be YOU Train the Trainer Series 2000
- Completed the Strengthening Families Program Train 2003
- Successfully implemented, planned and ran over 20 Dare To Be You Programs in the North Country
- Successfully implemented, planned and coordinated 15 Strengthening Family Program
- Participated and completed the North Country Leadership Program 2004
- Participated in the Family Support Unit for the NH National Guard 2003 – 2005
- Completed the Frameworks Youth Suicide Prevention Program as a Master Trainer 2004 – 2006
- American Health Association Basis Life Saver Coordinator/Instructor and Trainer 2003 – 2015
- Executive Chair for the Androscoggin Valley Community Partners 2015 and ongoing

Activities:

Crafting in different mediums, painting, stained glass and knitting
 Enthusiastic about camping, outdoor activities and spending time with my family and friends.

Kristen H.J. Kennett

Objective

To obtain a position within the Family Resource Center at Gorham as a family support worker.

Work Experience

08/2015- Present

Family Resource Center

Lancaster, NH

Family Support Worker

- 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.

10/2013- 10/2015

Easter Seals

Lancaster, NH

Residential Instructor Shift Charge

- Teach social, recreational, emotional management, and independent living skills
- Provide direct supervision of 1:1 or group clients
- Develop or coordinate and participate in on-campus or in the community activities
- Trained in: Diabetic Care, Medication Passing, CPR/First Aid, Therapeutic Crisis Intervention
- Keeping a safe and healthy environment for all clients
- Currently a Residential Instructor and Shift Charge

09/2012- 10/2013

Northway Bank

Berlin, NH

Customer Service Representative

- Responsible for being organized, confidential, and professional
- Responsible for superior customer service
- Responsible for processing transactions efficiently and accurately
- Use of a computer system with multiple programs on a daily basis

Education

Current- May 2016

Plymouth State University

Plymouth, NH

- Currently completing Bachelors of Science in Social Work
- Estimated Graduation Date: May 2016
- Consistent Dean's List Recipient
- Cumulative GPA: 3.61

2010-2012

White Mountains Community College

Berlin, NH

- Graduated in May of 2012 with dual Associates Degrees in Teacher Preparation and Special Education
- Cumulative GPA of 3.68
- Graduated as a Presidents List recipient

Certifications and Training:

- CPR/ First Aid certified
- Complex Trauma and Attachment, 3 hour training
- Mental Health First Aid USA, 8 hour training
- Standards of Quality for Family Strengthening & Support, 8 hour training

References

Available upon request

VITAE

Scott Meyer
Professor Emeritus of Social Work

EDUCATION:

| | | | |
|---|--------|------------------------------|-------------|
| 1987 | Ph.D. | Boston University | Sociology |
| Concentrations: Organizational Behavior, Medical Sociology, and Mental Health | | | |
| 1976 | M.S.W. | Adelphi University | Social Work |
| 1975 | B.S.W. | Adelphi University | Social Work |
| 1974 | A.A. | Queensboro Community College | |

WORK/TEACHING EXPERIENCE:

9/87 - Present: Plymouth State University, Plymouth, N.H. Faculty member in Social Work and Sociology. Taught courses in Introduction to Social Work, Introduction to Sociology, Social Research Methods, Mental Health and Society, Human Behavior in the Social Environment, Sociology of Healthcare, Social Work Administration, and Socio Economic Aspects of Health, and Human Services, Families, Schools and the Community as well as Serving as Director of Field Education teaching the Social Work Seminar and Practicum. Served as Interim Dept. Chair Spring 1994, Falls of 2000, 2007 and 2014. Served as Coordinator of Institutional Research 88-90.

11/84 - 6/87: Boston University School of Medicine, Division of Psychiatry, Boston, MA. Executive Director of Social Rehabilitation Services at the Dr. Solomon Carter Fuller Mental Health Center. Responsible for fiscal, administrative, policy and planning, supervisory and clinical functions of 12 MH/MR programs with a \$1.5 million budget with 110 employees.

PROFESSIONAL ASSOCIATION MEMBERSHIP, LICENSURE AND PARTICIPATION:

Pi Gamma Mu - International Social Science Honor Society.
American Board of Examiners in Clinical Social Work - Board Certified Diplomate in **Clinical Social Work #011708.**
New Hampshire Certified Clinical Social Worker #226.
National Association of Social Workers.

Consultation Experience includes:

Belknap County CoRe Coalition, Meredith, NH
New Hampshire Employee Assistance Program, Concord, NH
Pemi Baker Home Health and Hospice, Plymouth, NH
Pemi-Bridge House, Plymouth, NH, Community Health and Hospice, Laconia, NH
RI Dept. of Mental Health, Retardation and Hospitals, Cranston, RI
Mass. Rehabilitation Commission, Boston, MA
Taylor Community, Laconia, NH
Androscoggin Valley Hospital, Berlin, NH
Smith College, Northampton, MA
Speare Memorial Hospital, Plymouth, NH
Hillsboro School System, Hillsboro, NH
Connery Psychological Services, Plymouth, NH
New Hampshire Division of Children, Youth And Families, Concord, NH
Belknap County Citizens Council on Children and Families, Laconia, NH
Hinsdale School District, Hinsdale, NH
Morgan Stanley, Manchester, NH
New Hampshire Housing Finance Authority, Bedford, NH
St. Joseph's Hospital, Nashua, NH
Brewster Academy, Wolfeboro, NH
New Hampshire Veteran's Home, Tilton, NH
UNH Cooperative Extension, Durham, NH
Goldenview Healthcare Center, Meredith, NH
Lakes Region Community Services Council, Laconia, NH

Types of training, consultation and program evaluation areas include:

Leadership Skills
Diversity in the Workforce
Effective Employee Supervision
Management Skills
Coping with Death and Loss in the Workplace
Enhancing Quality of Work Life/ Improving Employee Motivation
Stress Management
Communication Skills
Customer Service Skills
Coping with Difficult Clients and Colleagues
Time Management and Managing Multiple Priorities
Caregiver Stress

Community Service

Past President of the Plymouth Regional Clinic that provides free health care to qualifying individuals in Plymouth and surrounding towns.
Prior Board member and Treasurer of NH Chapter of the National Association of Social Workers.
Past Commissioner serving on the New Hampshire Commission on the Status of Men.

Family Resource Center at Gorham
Key Personnel Grafton

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-----------------------------------|-----------------------------|-------------|---------------------------|--------------------------------|
| Jen Buteau | Director of Family Supports | \$35,490 | 27.8% | \$9,866.22 |
| Peggy Brickley | Programs Administrator | \$27,775 | 28% | \$7,777 |
| Open | Family Support Specialist | \$25,683.78 | 100% | \$25,683.78 |
| Valerie Christopher (per diem) | Family Support Specialist | \$10,000 | 50% | \$5,000 |
| Annette Lucas | Family Support Specialist | \$27,300 | 85% | \$23,205 |
| Gina Belanger | Nurse | \$24,000 | 28% | \$6,720 |
| Kristen Kennett | Family Support Specialist | \$25,480 | 35% | \$8,918 |
| Dr. Scott Meyer | Clinical Director | \$7,000 | 19% | \$1,330 |

Subject: Home Visiting New Hampshire – Health Families America (17-DHHS-DPHS-MCH-01-04)

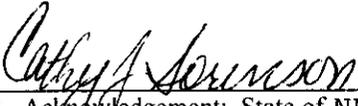
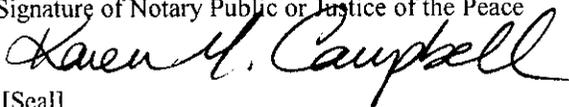
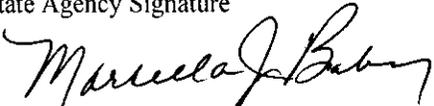
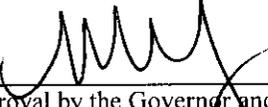
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|--|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857 | |
| 1.3 Contractor Name VNA at HCS, Inc. | | 1.4 Contractor Address 312 Marlboro Street, PO Box 564 Keene, NH 03431 | |
| 1.5 Contractor Phone Number 603-352-2253 | 1.6 Account Number: 05-95-90-902010- 5896-0031 m/s. | 1.7 Completion Date June 30, 2018 | 1.8 Price Limitation \$272,115 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Cathy J. Sorenson, President/CEO | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>6/2/16</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] | | KAREN M. CAMPBELL, Notary Public My Commission Expires June 4, 2019 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Karen M. Campbell, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, Acting 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) By:  On: <u>6/13/16</u> mega y/c/v - Attorney | | | |
| 1.18 Approval by the Governor and Executive Council 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 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.



Exhibit A Scope of Services

1. Provisions Applicable to All Services

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

"This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Cheshire County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
 - 2.1.1 Are first time mothers.
 - 2.1.2 Have low incomes.
 - 2.1.3 Are less than twenty-one (21) years of age.
 - 2.1.4 Have a history of child abuse or neglect or have had interactions with child welfare services.
 - 2.1.5 Have a history of substance abuse or need substance abuse treatment.
 - 2.1.6 Are users of tobacco products in the home.
 - 2.1.7 Have or have had children with low student achievement.
 - 2.1.8 Have children with developmental delays or disabilities.



Exhibit A Scope of Services

1. Provisions Applicable to All Services

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

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Strafford County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
 - 2.1.1 Are first time mothers.
 - 2.1.2 Have low incomes.
 - 2.1.3 Are less than twenty-one (21) years of age.
 - 2.1.4 Have a history of child abuse or neglect or have had interactions with child welfare services.
 - 2.1.5 Have a history of substance abuse or need substance abuse treatment.
 - 2.1.6 Are users of tobacco products in the home.
 - 2.1.7 Have or have had children with low student achievement.
 - 2.1.8 Have children with developmental delays or disabilities.



Exhibit A Scope of Services

- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
 - 2.2.1 Accept referrals from referral sources that have been screened for services.
 - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
 - 2.3.1 Review the capacity report on a monthly basis.
 - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
 - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
 - 2.4.2 Foster respectful partnerships between parents and home visitors.
 - 2.4.3 Engage all family members and promote the involvement of all family members, including fathers/father figures, while explaining the importance of their role within the family.
 - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum. The Contractor shall ensure the nurse:
 - 2.5.1 Conducts one home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
 - 2.5.1.1 All health and nutritional recommendations.
 - 2.5.1.2 Signs and symptoms of premature labor.
 - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
 - 2.5.1.4 Risk factors including but not limited to:



Exhibit A Scope of Services

- 2.5.1.4.1 History of depression.
- 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within three (3) months of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
 - 2.5.2.1 The Edinburgh screening for postpartum depression
 - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
 - 2.5.3.1 The maternal-infant attachment.
 - 2.5.3.2 Family planning.
 - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff:
 - 2.5.4.1 Prenatal visit.
 - 2.5.4.2 Within three (3) months postpartum.
 - 2.5.4.3 Follow up within two (2) weeks from the date of receiving positive results.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
 - 2.6.1 Use text messaging to communicate the scheduling of visits, as appropriate and preferred by the family.
 - 2.6.2 Reach out to families on a weekly basis using hand written notes at the family home to respectfully reach out to families who may not be home at the scheduled visit time.
 - 2.6.3 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
 - 2.6.3.1 Parent-infant relationship development.
 - 2.6.3.2 Newborn care and safety.
 - 2.6.3.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
 - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days when necessary as described in the HFA Model.



Exhibit A Scope of Services

- 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
- 2.7.3 Work to attain HFA Accreditation. The Contractor shall:
 - 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
 - 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.4 Implement, at minimum, one of the following curricula for home visits:
 - 2.7.4.1 Parents as Teachers (PAT) as an annually trained approved user.
 - 2.7.4.2 Growing Great Kids (GGK) with certification training.
- 2.7.5 Develop creative outreach efforts to engage families to receive services.
- 2.7.6 Provide services that support the parent, parent-child interaction and child development.
- 2.7.7 Coordinate with other local service providers including health care providers, social workers and early interventionists.
- 2.7.8 Collaborate with other early childhood serving agencies including those that provide home visiting and family support services.
- 2.7.9 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
 - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
 - 2.8.2 Documenting case notes for all home visits.
 - 2.8.3 Making referrals to other agencies, as appropriate.
 - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
 - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.



Exhibit A Scope of Services

- 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
 - 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
 - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
 - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.
- 3. **Staffing**
 - 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
 - 3.1.1 Cultural Competency
 - 3.1.2 Reporting Child Abuse
 - 3.1.3 Home Safety
 - 3.1.4 Substance Abuse
 - 3.1.5 Managing Crisis Situations
 - 3.1.6 Domestic Violence
 - 3.1.7 Responding to Mental Health
 - 3.1.8 Drug-exposed infants
 - 3.1.9 Community services availability
 - 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
 - 3.2.1 Weekly individual supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to:
 - 3.2.1.1 Completing home visits.
 - 3.2.1.2 Referrals.
 - 3.2.2 Bi-weekly team meetings for support, reflection and case review.
 - 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.



Exhibit A Scope of Services

- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
 - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
 - 3.5.2 MCH Home Visiting Meetings.
 - 3.5.3 MIECHV Staff Training.
 - 3.5.4 MCH Home visiting CQI coaching calls.

4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet the unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
 - 4.3.1 Highlights of program activities conducted.
 - 4.3.2 Goals for the following quarter.
 - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
 - 4.4.1 Information regarding accomplishments and challenges for the program.
 - 4.4.2 Systemic barriers.
 - 4.4.3 Action plans to address barriers.
 - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
 - 4.5.1 Quarter 1, July – September DUE 10/15/2016
 - 4.5.2 Quarter 2, October – December DUE 1/15/2017
 - 4.5.3 Quarter 3, January – March DUE 4/15/2017
 - 4.5.4 Quarter 4, April – June Due 7/15/2017
 - 4.5.5 Annual, July – June DUE 7/31/2017



Exhibit A Scope of Services

5. Deliverables

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The contractor shall maintain at least 85% of HFA defined capacity based on the number of Home visitors listed in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1st) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

AGENCY NAME: _____ SERVICE AREA: _____

REPORT COMPLETED BY: _____ Quarterly Report Annual Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|------------------------------|--|-----------------------------|
| | <p>EVALUATION ACTIVITIES</p> | <p>Performance Measure #1 (HFA Standard 7-5.B):</p> <p>70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.</p> <p>SFY 16 Target <u>70%</u></p> | |
| | | <p>Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____</p> | |
| | | <p>Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____</p> | |
| | | <p>Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____</p> | |
| | | <p>Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____</p> | |

Exhibit A-1
Maternal and Child Health Title V
Home Visiting NH-Healthy Families America Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|--|---|-----------------------------|
| | <p align="center">EVALUATION ACTIVITIES</p> | <p>Performance Measure #2 (HFA Standard 3-4.A):</p> <p>Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.</p> <p>SFY 15 Actual is baseline _____</p> <p>Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____</p> <p>Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____</p> <p>Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____</p> <p>Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____</p> | |

Exhibit A-1
 Maternal and Child Health Title V
 Home Visiting NH-Healthy Families America Report

| INPUT/RESOURCES | ACTIVITIES | PERFORMANCE MEASURE (OUTCOME) | ACTION PLAN FOR IMPROVEMENT |
|-----------------|-----------------------|---|-----------------------------|
| | | Performance Measure #3 (HFA Standard 6-7.A): 95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3. SFY 16 Target <u>95%</u> | |
| | EVALUATION ACTIVITIES | | |
| | | <u>Quarter 1 (July – September)</u> NUMERATOR _____ DENOMINATOR _____ <u>Quarter 2 (October – December)</u> NUMERATOR _____ DENOMINATOR _____ <u>Quarter 3 (January – March)</u> NUMERATOR _____ DENOMINATOR _____ <u>Quarter 4 (April – June)</u> NUMERATOR _____ DENOMINATOR _____ | |

Contractor Initials: GP
 Date: 6/2/16

Exhibit A-1
Maternal and Child Health Title V
Home Visiting NH-Healthy Families America Report

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



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.505 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibits B-1 and B2.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services
Division of Public Health Services
Financial Administrator
29 Hazen Drive
Concord, NH 03301

E-mail: dphscontractbilling@dhhs.state.nh.us
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

Exhibit B-1
Budget Form

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

Bidder/Program Name: VNA at HCS, Inc.

Budget Request for: Healthy Starts - Healthy Families America - Home Visiting

Budget Period: 07-01-2016 to 06-30-2017

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---|--------------------|----------------|--------------------------|----------------|-------------------------------|----------------|---------------|
| | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | |
| 1. Total Salary/Wages | \$ 81,819.00 | \$ - | \$ 81,819.00 | \$ - | \$ 76,380.00 | \$ - | \$ 76,380.00 |
| 2. Employee Benefits | \$ 18,924.00 | \$ - | \$ 18,924.00 | \$ - | \$ 18,924.00 | \$ - | \$ 18,924.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 1,120.00 | \$ - | \$ 1,120.00 | \$ - | \$ 1,120.00 | \$ - | \$ 1,120.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 950.00 | \$ - | \$ 950.00 | \$ - | \$ 950.00 | \$ - | \$ 950.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 150.00 | \$ - | \$ 150.00 | \$ - | \$ 150.00 | \$ - | \$ 150.00 |
| 6. Travel | \$ 4,420.00 | \$ - | \$ 4,420.00 | \$ - | \$ 4,420.00 | \$ - | \$ 4,420.00 |
| 7. Occupancy | \$ 5,292.00 | \$ - | \$ 5,292.00 | \$ - | \$ 5,292.00 | \$ - | \$ 5,292.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 3,210.00 | \$ - | \$ 3,210.00 | \$ - | \$ 3,210.00 | \$ - | \$ 3,210.00 |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 11. Staff Education and Training | \$ 585.00 | \$ - | \$ 585.00 | \$ - | \$ 585.00 | \$ - | \$ 585.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues HFA | \$ 1,650.00 | \$ - | \$ 1,650.00 | \$ - | \$ 1,650.00 | \$ - | \$ 1,650.00 |
| Management Fee - HCS | \$ - | \$ 20,165.00 | \$ - | \$ 20,165.00 | \$ - | \$ 20,165.00 | \$ 20,165.00 |
| TOTAL | \$ 118,620.00 | \$ 20,165.00 | \$ 138,785.00 | \$ - | \$ 113,181.00 | \$ 20,165.00 | \$ 133,346.00 |

17.0%

Indirect As A Percent of Direct

Contractor Initials *Exp*
Date *6/2/16*

**Exhibit B-2
Budget Form**

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

Name: VNA at HCS, Inc

Contract for: Healthy Starts - Healthy Families America - Home Visiting

Period: 07-01-2017 to 06-30-2018

| Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|--------------------|----------------|--------------------------|----------------|-------------------------------|----------------|---------------|
| Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Direct Incremental | Indirect Fixed | Total |
| \$ 84,184.00 | \$ - | \$ 84,184.00 | \$ - | \$ 84,184.00 | \$ - | \$ 84,184.00 |
| \$ 19,931.00 | \$ - | \$ 19,931.00 | \$ - | \$ 19,931.00 | \$ - | \$ 19,931.00 |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
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| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ 950.00 | \$ - | \$ 950.00 | \$ - | \$ 950.00 | \$ - | \$ 950.00 |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ 227.00 | \$ - | \$ 227.00 | \$ - | \$ 227.00 | \$ - | \$ 227.00 |
| \$ 6,321.00 | \$ - | \$ 6,321.00 | \$ - | \$ 6,321.00 | \$ - | \$ 6,321.00 |
| \$ 5,556.00 | \$ - | \$ 5,556.00 | \$ - | \$ 5,556.00 | \$ - | \$ 5,556.00 |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ 3,371.00 | \$ - | \$ 3,371.00 | \$ - | \$ 3,371.00 | \$ - | \$ 3,371.00 |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| \$ 585.00 | \$ - | \$ 585.00 | \$ - | \$ 585.00 | \$ - | \$ 585.00 |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ 1,750.00 | \$ - | \$ 1,750.00 | \$ - | \$ 1,750.00 | \$ - | \$ 1,750.00 |
| \$ - | \$ 20,974.00 | \$ - | \$ 20,974.00 | \$ - | \$ 20,974.00 | \$ 20,974.00 |
| \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| \$ 123,375.00 | \$ 20,974.00 | \$ 144,349.00 | \$ - | \$ 117,795.00 | \$ 20,974.00 | \$ 138,769.00 |

17.0%

Contractor Initials cp
Date 6/2/18



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;



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

New Hampshire Department of Health and Human Services
Exhibit D



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

Place of Performance (street address, city, county, state, zip code) (list each location)
312 Marlboro St., Keene, Cheshire, NH 03431
Arborway, PO Box 343, Charlestown, Sullivan, NH 03603
45 Main St., PO Box 496, Peterborough, Hillsboro, NH 03458
Check if there are workplaces on file that are not identified here.

Contractor Name: VNA at HCS, Inc.

6/2/2016
Date

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

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

Contractor Name: VNA at HCS, Inc.

6/2/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/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 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 (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: VNA at HCS, Inc.

6/2/16
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



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: VNA at HCS, Inc.

6/2/16

Date

Cathy J. Sorenson

Name: Cathy J. Sorenson
Title: President/CEO

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: VNA at HCS, Inc.

6/2/16
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
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 CS

Date 6/2/16



**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 CP

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

Date 4/2/14



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

CP
6/2/14



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 & Human Services
 The State
Marcella J. Bobinsky
 Signature of Authorized Representative
Marcella J. Bobinsky
 Name of Authorized Representative
Acting Director
 Title of Authorized Representative
6/10/16
 Date

VNA at HCS, Inc.
 Name of the Contractor
Cathy J. Sorenson
 Signature of Authorized Representative
 Cathy J. Sorenson
 Name of Authorized Representative
President/CEO
 Title of Authorized Representative
June 2, 2016
 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: VNA at HCS, Inc.

6/2/16
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
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: 789867421
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: _____ |

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 VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2016

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

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

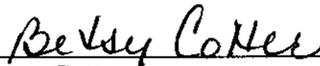
The following is a true abstract of a vote of the Board of Directors of VNA at HCS, Inc. on June 2, 2016, at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the President/CEO to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Healthy Families America Program, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Healthy Families America Program; this authorization to continue until revoked by vote of this governing board.”

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

June 2, 2016
Date



Betsy Cotter
VNA at HCS Board Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On June 2, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Karen Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2016

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 ELIOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043 | CONTACT NAME: Nancy Wallace, AINS PHONE (A/C No. Ext): (207) 985-2941 FAX (A/C No): (207) 985-3122 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|------------------------|--|------------|------------------------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Atlantic Charter Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Philadelphia Indemnity | | INSURER B: | Atlantic Charter Insurance Company | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Home Healthcare Hospice & Community Svcs., VNA at HCS Inc. 312 Marlboro St PO Box 564 Keene NH 03431 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER** Master 2016/2017 **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 | | | PHPK1437277 | 1/4/2016 | 1/4/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> Employee Benefits | <input checked="" type="checkbox"/> | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> Claims made | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PRODUCTS - COM/OP AGG \$ 3,000,000 |
| | OTHER: | | | | | | Employee Benefits \$ 3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | PHPK1437288 | 1/4/2016 | 1/4/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | \$500 ded comp \$1000 coll | | | Underinsured motorist \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> | | PHUB526197 | 1/4/2016 | 1/4/2017 | EACH OCCURRENCE \$ 4,000,000 |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 4,000,000 |
| | DED <input checked="" type="checkbox"/> | RETENTION \$ 10,000 | <input checked="" type="checkbox"/> | | | | |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WCA00539804 | 7/1/2015 | 7/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> Professional | | | PHPK1437277 | 1/4/2016 | 1/4/2017 | Limit of Liability \$1,000,000 |
| | <input checked="" type="checkbox"/> Crime | | | PHPK1437277 | 1/4/2016 | 1/4/2017 | \$5,000 Ded. \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Package Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

| | |
|---|---|
| CERTIFICATE HOLDER reisman@dhs.state.nh.us State of New Hampshire Department of Health and Human Services Ruth Eisman 129 Pleasant St. Concord, NH 03301-3857 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danny Edgecomb/NW |
|---|---|

VALUES AND MISSION STATEMENT

Because we value:

- < The worth and dignity of all people and their right to privacy
- < The right of people to make informed choices
- < A creative, holistic approach to individuals' and families' needs
- < Health and wellness throughout life
- < Access to health care and support services to encourage maximum independence
- < A commitment by all staff to acquire and share knowledge through education and research
- < Continuous self and agency improvement to meet the changing needs of individuals and our communities
- < Collaboration with other providers;

Our mission is:

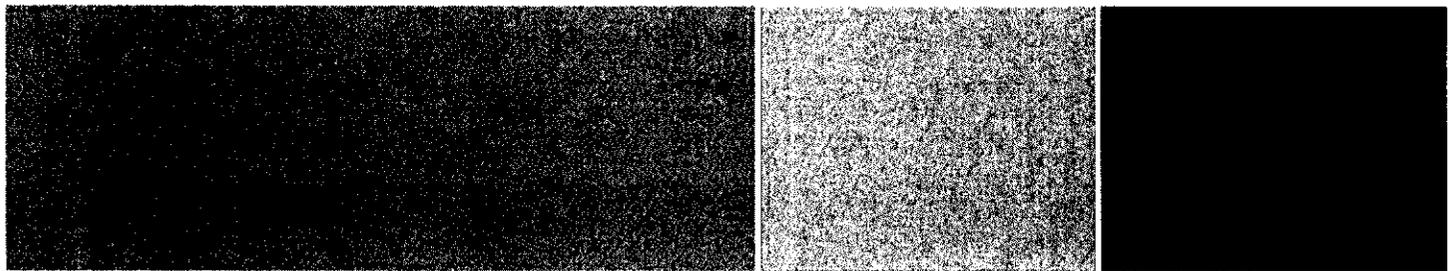
To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted By Board: September 4, 1997

312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353



VINA AI HCS, INC.

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
VNA at HCS, Inc.

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. 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 auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VNA at HCS, Inc. as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated September 22, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 5, 2015

VNA AT HCS, INC.

Balance Sheets

June 30, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 557,502 | \$ 661,607 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$332,144 and \$357,315 in 2015 and 2014, respectively | 2,719,167 | 2,939,096 |
| Other receivables | 481,598 | 415,210 |
| Prepaid expenses | 27,061 | 23,127 |
| Due from affiliates | <u>4,355,625</u> | <u>4,918,954</u> |
| Total current assets | 8,140,953 | 8,957,994 |
| Assets limited as to use | 25,489 | 45,114 |
| Property and equipment, net | <u>256,438</u> | <u>355,312</u> |
| Total assets | <u>\$ 8,422,880</u> | <u>\$ 9,358,420</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 189,172 | \$ 201,660 |
| Accrued payroll and related expenses | 764,341 | 727,805 |
| Deferred revenue | <u>588,360</u> | <u>547,217</u> |
| Total current liabilities | <u>1,541,873</u> | <u>1,476,682</u> |
| Net assets | | |
| Unrestricted | 6,855,518 | 7,836,624 |
| Temporarily restricted | 6,866 | 26,456 |
| Permanently restricted | <u>18,623</u> | <u>18,658</u> |
| Total net assets | <u>6,881,007</u> | <u>7,881,738</u> |
| Total liabilities and net assets | <u>\$ 8,422,880</u> | <u>\$ 9,358,420</u> |

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

VNA AT HCS, INC.

Statements of Operations

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|----------------------------|-------------------|
| Operating revenue | | |
| Patient service revenue | \$14,672,512 | \$15,377,206 |
| Provision for bad debt | <u>(564,481)</u> | <u>(287,740)</u> |
| Net patient service revenue | 14,108,031 | 15,089,466 |
| Other operating revenue | <u>3,027,860</u> | <u>2,986,827</u> |
| Total operating revenue | <u>17,135,891</u> | <u>18,076,293</u> |
| Operating expenses | | |
| Salaries and related expenses | 12,012,754 | 12,064,302 |
| Other operating expenses | 2,893,618 | 3,131,049 |
| Depreciation | 381,193 | 330,038 |
| Management fees | <u>3,054,725</u> | <u>3,045,680</u> |
| Total operating expenses | <u>18,342,290</u> | <u>18,571,069</u> |
| Operating loss | <u>(1,206,399)</u> | <u>(494,776)</u> |
| Other revenue and gains | | |
| Contributions and fundraising income | 204,399 | 293,438 |
| Net assets released for operations | 20,125 | 71,437 |
| Investment income, net | <u>769</u> | <u>1,356</u> |
| Total other revenue and gains | <u>225,293</u> | <u>366,231</u> |
| Deficit of revenues over expenses | (981,106) | (128,545) |
| Net assets released for capital acquisition | <u>-</u> | <u>165,816</u> |
| (Decrease) increase in unrestricted net assets | <u>\$ (981,106)</u> | <u>\$ 37,271</u> |

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

VNA AT HCS, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Unrestricted net assets | | |
| (Deficit) excess of revenue over expenses | \$ (981,106) | \$ (128,545) |
| Net assets released for capital acquisition | <u>-</u> | <u>165,816</u> |
| Change in unrestricted net assets | <u>(981,106)</u> | <u>37,271</u> |
| Temporarily restricted net assets | | |
| Contributions | 500 | 165,816 |
| Reclassification from permanently restricted net assets | 35 | - |
| Investment income | - | 225 |
| Net assets released for operations | (20,125) | (71,437) |
| Net assets released for capital acquisition | <u>-</u> | <u>(165,816)</u> |
| Change in temporarily restricted net assets | <u>(19,590)</u> | <u>(71,212)</u> |
| Permanently restricted net assets | | |
| Reclassification to temporarily restricted net assets | <u>(35)</u> | <u>-</u> |
| Change in permanently restricted net assets | <u>(35)</u> | <u>-</u> |
| Change in net assets | (1,000,731) | (33,941) |
| Net assets, beginning of year | <u>7,881,738</u> | <u>7,915,679</u> |
| Net assets, end of year | <u>\$ 6,881,007</u> | <u>\$ 7,881,738</u> |

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

VNA AT HCS, INC.

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ (1,000,731) | \$ (33,941) |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | 381,193 | 330,038 |
| Bad debt expense | 564,481 | 287,740 |
| (Increase) decrease in the following assets | | |
| Temporary investments | - | 38,487 |
| Patient accounts receivable | (344,552) | (1,184,336) |
| Other receivables | (66,388) | 182,462 |
| Prepaid expenses | (3,934) | 1,255 |
| Due from affiliate | 563,329 | (182) |
| Increase (decrease) in the following liabilities | | |
| Accounts payable and accrued expenses | (12,488) | 56,920 |
| Accrued payroll and related expenses | 36,536 | 794 |
| Deferred revenue | 41,143 | (139,837) |
| Net cash provided (used) by operating activities | <u>158,589</u> | <u>(460,600)</u> |
| Cash flows from investing activities | | |
| Decrease in assets limited as to use | 19,625 | 71,212 |
| Capital expenditures | <u>(282,319)</u> | <u>(435,620)</u> |
| Net cash used by investing activities | <u>(262,694)</u> | <u>(364,408)</u> |
| Net decrease in cash and cash equivalents | (104,105) | (825,008) |
| Cash and cash equivalents, beginning of year | <u>661,607</u> | <u>1,486,615</u> |
| Cash and cash equivalents, end of year | <u>\$ 557,502</u> | <u>\$ 661,607</u> |

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

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

1. **Summary of Significant Accounting Policies**

Organization

VNA at HCS, Inc. (the Association), is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc.

Home Healthcare, Hospice and Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to VNA at HCS, Inc.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Association and/or the passage of time. 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-lived assets must be maintained, the Association reports expirations of donor restrictions when the asset is placed in service.

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

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Use of Estimates

The preparation of financial statements in conformity with U.S. 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. Estimates also affect 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 highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 357,315 | \$ 320,768 |
| Provision | 564,481 | 287,740 |
| Write-offs | <u>(589,652)</u> | <u>(251,193)</u> |
| Balance, end of year | <u>\$ 332,144</u> | <u>\$ 357,315</u> |

The increase in the current year provision is primarily due to Medicare billing inquiries, a home health industry wide issue.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor restricted contributions.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

(Deficit) Excess Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, are contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

2. Property and Equipment

Property and equipment is as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------------------|-------------------|-------------------|
| Furniture, fixtures, and equipment | \$ 1,602,366 | \$ 1,527,057 |
| Less accumulated depreciation | <u>1,345,928</u> | <u>1,171,745</u> |
| Total property and equipment, net | <u>\$ 256,438</u> | <u>\$ 355,312</u> |

3. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------|------------------|------------------|
| Temporarily restricted | | |
| Meal sites | \$ 2,777 | \$ 3,137 |
| Respite | 4,089 | 6,629 |
| Shea charitable gifts | <u>-</u> | <u>16,690</u> |
| Total | <u>\$ 6,866</u> | <u>\$ 26,456</u> |
| Permanently restricted | | |
| Hospice | \$ 10,000 | \$ 10,000 |
| Operations | <u>8,623</u> | <u>8,658</u> |
| Total | <u>\$ 18,623</u> | <u>\$ 18,658</u> |

In 2015 the Association reviewed historical data relating to permanently restricted net assets and reclassified certain gifts to temporarily restricted net assets based upon interpretation of the initial donor intent.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

4. Patient Service Revenue

Patient service revenue is as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------------|---------------------|---------------------|
| Medicare | \$ 9,881,992 | \$10,452,131 |
| Medicaid | 1,111,787 | 1,221,733 |
| Other third-party payers | 1,859,583 | 1,862,515 |
| Municipalities - fee for service | 184,362 | 149,068 |
| Private pay | <u>1,634,788</u> | <u>1,691,759</u> |
| Total | <u>\$14,672,512</u> | <u>\$15,377,206</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$2,879,336 and \$2,704,549 for the years June 30, 2015 and 2014, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$15,287,565 | \$15,525,389 |
| Administrative and general | <u>3,054,725</u> | <u>3,045,680</u> |
| Total | <u>\$18,342,290</u> | <u>\$18,571,069</u> |

6. Malpractice Insurance

The Association insures its malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

7. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$119,444 and \$112,136 for 2015 and 2014, respectively.

8. Related Party Transactions

The Association purchased management services from Home Healthcare, Hospice & Community Services, Inc. amounting to \$3,054,725 and \$3,045,680 and \$219,444 and \$73,043 in contract services for the years ended 2015 and 2014, respectively. The amounts due from Home Healthcare, Hospice & Community Services, Inc. for these services was \$ 4,355,625 in 2015 and 4,918,954 in 2014.

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015, Medicare and Medicaid represented 51% and 10% of gross accounts receivable, respectively. No other individual payor source exceeded 10% of the gross receivable balance.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

10. Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 5, 2015, which is the date the financial statements were available to be issued.



**HCS/VNA at HCS, Inc.
2015-2016 Board of Directors**

Chair: Betsy Cotter

Terms: 2011-2014, 2014-2017

Vice-Chair: JoJi Robertson

Term: 2012-2015, 2015-2018

Treasurer: David Therrien

dtherrien@MELANSON.com

Home: 51 Chartier Lane

Term: 2014-2017

Secretary: Allen Mendelson

Term: 2013-2016

Susan Abert, Esq.

Term: 2015-2018

Mike Chelstowski

Term: 2014-2017

Jane Larmon

Term: 2012-2015, 2015-2018

John Maclean

Term: 2015-2018

John McIntosh

Term: 2013-2016

Charles Montgomery, MD

Terms: 2008-2011, 2011-2014,
2014-2017

Ann Nunn

Terms: 2014-2015, 2015-2018

Maureen O'Brien

Term: 2011-2014, 2014-2017

Leslie Pitts, MD, FAAFP

Term: 2015-2018

Brian Reilly, MD

Term: 2012-2015, 2015-2018

**Katherine J. Snow, Director
at Large**

Terms: 2008-2011, 2011-2014,
2014-2017

Penelope R Vaine

- Objective** To use my knowledge, energy and expertise to provide support and advocacy to those who need it.
- Employment** (April 2010 – Present) Home Healthcare, Hospice and Community Services (VNA at HCS, Inc.)
Maternal & Child Health Coordinator
Coordination of program, supervision and scheduling of home visits
- (March 2009- April 2010) Home Health Care Hospice and Community Services
Social Worker Maternal Child Health Program
Responsible for a caseload of 50 children and pregnant women needing parenting education, health care, connection to community resources and developmental screenings. Coordinated and collaborated with other agencies to advocate for each client. Maintained appropriate documentation.
- (May 2008 – present) The United Church of Winchester
Director of Christian Education
Responsible for designing and implementing a vibrant Christian Education program for the Congregation.
- (March 2007– present) Mobile Home Supply of New England
Owner/Manager
Self taught to manage, market, and sell supplies for retail mobile home supply shop.
- (2000-2007) The Winchester Learning Center
Executive Director
From dream to reality, organized a nonprofit community supported Child Care, Preschool and Family Resource Program. Implemented unique, Waldorf-inspired curriculum to meet the needs of the children and their families. Under the direction of a Board of Directors, managed daily operations, programming, staffing, fiscal management, fundraising and grant writing. Developed an extensive parent education and support network for families.
- (1999-1999) Winchester Elementary School
Substitute Teacher
Provided one on one tutoring care for preschool children with special needs. Coordinated care and educational plans with professional team.
- (1993-2000) Home Child Care

Director

Created a joyful home child care program which was Licensed by the State of NH and registered with Family Works. Provided a variety of developmentally appropriate activities to promote creativity, confidence and independence. Established support network for parents. Supervised two high school interns.

(1989-1993) Home Health Care Hospice and Community Services

Director

Responsible for managing and operating the Castle Center for Adult Day Care. Program provided quality care and socialization for elderly and handicapped participants. Supervised team of RN's CNA's and aides; and dozens of volunteers. Secured funding annually from the United Way and the NH Dept of Elderly and Adult Services.

Education

(September 1980- May 1985) Wheelock College, Boston Mass
Bachelor of Social Work

References

Roberta Royce The Winchester Learning Center, Winchester, NH 03470
(603) 239-7347

Jed Butterfield 60 Colony Hill Road, Richmond, NH 03470 (603) 239-8780

Volunteer experience

2009 – present **C.A.S.T.**

Co facilitator of Community and School Together, a network of concerned citizens who desire to improve the quality of life for all residents. The group has been meeting monthly for 14 years in the town of Winchester.

2007 – present **Town of Winchester**

Participant in the Revitalization Committee which is preparing a plan to revitalize downtown Winchester.

1994-present **The United Church of Winchester**

Sunday School teacher, Vacation Bible School Co-Coordinator, Fabulous Family Friday Organizer, Religious Education Board Chair, Tweens Leader, Assistant Moderator, Search Team

1998-2000

Board of Directors **Winchester Learning Center**

1996-2000

Vice Chair~ Board of Trustees **Conant Public Library**

Rebecca Joki RN, BSN


rjoki@hcsservices.org


Education

Master of Nursing student, present
Southern New Hampshire University
On-line, Manchester, NH.

Bachelor of Science in Nursing, May 1999
Fitchburg State College
Fitchburg, Ma.

Experience

Pediatric Manager, October 2013-Present
Home Healthcare Hospice and Community Services
Keene, NH
Supervision of RNs, LPNs and LNAs in the Pediatric program. Manage each child's medical needs, scheduling and psych-social needs with a family-centered approach. Provide education and training for staff and families. Increased caseload by 150% in a year.

Customized Care Clinical Manager, September 2009-October 2013
Home Healthcare Hospice and Community Services
Keene, NH
Supervision of RNs, LPNs, and LNAs in the Customized Care department as well as the Choices For Independence program. Responsible for the coordination of the Katie Beckett(pediatric) program.

Support Services Manager, May 2006-September 2009
Home Health Hospice & Community Services
Keene, NH.
Manage the Home Health Aids in the VNA, as well as the Choices For Independence program.

Registered Nurse, September 2001-May 2006
Home Health Hospice & Community Services
Worked in pediatric private duty. Also worked as substitute RN supervisor in private duty. Made routine VNA visits as well as assisted with telemonitoring installations.

RN/LNA, supervisor, Sept 1999-Sept 2001
Cedarcrest Inc. Keene, NH.
Medication administration and treatments, assessments,
scheduled and supervised 2nd shift LNAs.

Medical Assistant/RN, Summer 1999
Dr. J. B. Krasner, Sudbury, MA.
General practice, assisted with the flow of the office.
Phlebotomy, intake and triage.

**Community
Activities**

Monadnock Center for Violence Prevention
Board Member serving on governance committee
May 2010-present
Board Chair 2012, 2013

Big Brothers Big Sisters
August 2010-August 2014

Girl Scouts of America:
Lifetime member
Received the Gold Award in 1995.

Melinda Vonderhorst



Work Experience

Home Healthcare, Hospice and Community Services, Keene NH, 2009-present
Registered Nurse Katie Becket Program: Provides skilled nursing care to medically-complex children in their home. Administers medications and treatments, documenting all assessed data. Communicates effectively with child's family and members of interdisciplinary team. Provides client and family education, taking time to listen and respond to questions and concerns with compassion.

Licensed Nursing Assistant, Customized Care & Katie Becket Program (2009-2014): Assisted with ADLs, nutrition and exercise. Worked under direct supervision of RN and part of interdisciplinary team that provided quality care to the client and their families.

Credentials/Education

- State of New Hampshire Licensed Registered Nurse, valid through 4/2016
- American Heart Association BLS for Healthcare Providers through 6/2017
- *Bachelor of Science in Nursing*, Southern New Hampshire University, (online RN-BSN program) expected 10/2016
- *Associate of Science in Nursing*, River Valley Community College, Keene, NH
Graduated 5/2014 Magna Cum Laude

Other

Volunteer, David's House Lebanon, NH 2000-2012
Hospitality Assistant: Welcome and acquaint guests with the house and its policies, field incoming calls. Provide emotional support to families.

Volunteer, Pregnancy Resource Center of the Monadnock Region
Keene, NH 2001-2012
Peer Counselor: Provide support for women and their partners facing unplanned pregnancy, Training in Parenting Series mentored classes, provides referrals to community agencies.

Member, Phi Theta Kappa Honor Society
Member, American Nursing Association and New Hampshire Nursing Association

Staci J. Branon



OBJECTIVE

Seeking a professional position that will allow me to continue my professional career path.

EDUCATION

University of Massachusetts, Lowell
Bachelor of Science in Criminal Justice
Minor in Psychology

WORK HISTORY

8/2010- *Social Worker, Home Healthcare, Hospice and Community Services*

As a Maternal Child Health Social Worker, I provide assists clients and families in developing and implementing an appropriate plan of care to meet their needs. I conduct case finding activities in the community, and help families access all available support services for a healthy family.

6/2009- *Monadnock Family Service, Family Intervention Specialist*

In the position of Family Intervention Specialist, I visit families in their home and try to prevent abuse and neglect in potential situations. Often times, the families are in crises, whether it be food, shelter or financial short comings. More often than not, there are mental illnesses or substance abuse problems and we help families through those circumstances as well by referring them to appropriate agencies. When the crisis is stabilized, we can then focus on our primary goals of empowering parents to use proper parenting techniques.

2/2009- *Monadnock Family Services, Children's' Group Leader & CFSA*

As a Children's Group Leader, I monitor children while their parents attend classes to better themselves. I tend to the children's needs and ensure that their needs are met. I also maintain a curriculum to parallel what the parents are learning in their class, so children and parents are both educated on the same topics.

As a Community & Family Services Associate, I bring children to my home to try to portray what a healthy environment is where as they may not get that at home. I follow guidelines to initiate treatments to individual children, to work on certain goals, and to give them a break from their family and the family a break from them.

2004-2009 *Stay at home mom*

2002-2004 *Department of Health and Human Services, Division of Family Services, Family Services Specialist*

Interviewed clients one on one to determine eligibility of benefits. Personally oversaw cases and reviewed them until the benefits were available to the client. Conducted monthly eligibility reviews with clients to ensure eligibility had not lapsed. Also, maintained consistent, quality customer service to clients by meeting with them. Made the effort to meet with clients and answer their questions to the fullest of my ability, either in person or by phone and make sure they had all resources available to them.

2001-2002 *Department of Health and Human Services, Division of Family Services, Clerical Interviewer*

Interviewed clients to determine the proper service for their specialized needs. Prepared clients' applications for processing and intake interviews. Also performed routine clerical duties such as data entry, mailings, answering phones and typing reports.

2001-2005 *Daniel Webster College, Head Volleyball Coach*

Organized and conducted structured team practices in preparation for games. Also, trained and instructed players on proper techniques and implementation of their skills.

2000-2001 *Kitchen Etc., Cashier/ Merchandiser*

Greeted customers as they entered the store and assisted in any manner necessary to insure customer's needs were met. Services included customer service, cashing customers out, merchandising and answering the phone.

1999-2001 *Esleek Manufacturing Company, Secretary/ Clerical*

Completed multi-task assignments in the administrative assistant position. Accomplished several duties at once including data entry, answering telephones and professional client relations. Also, performed numerous skills such as balancing monthly books and fixed asset accounts and reviewing invoices.

2000 *University of Massachusetts, Work Environment Department*

Organized and analyzed data for an asthma study which was conducted by the university. Also structured tasks which were to be carried out within the department, including professional relations, answering phones, and various operations for a successful department.

Mary Mullen-LaValley

Objective

Acquisition of a teaching position that will render use of my talents and educational expertise as well as provide me with the opportunity to serve those in need of care and support.

Experience

Monadnock Family Services, Educator/Home Visitor 2006 – Present
Keene, NH

Provide education and home visiting services to young at-risk mothers in collaboration with the VNA at HCS Maternal Child Health Program. NH Certified education, K-5 (2009) and NH CAD Certified Advocate/Counselor, Domestic and Sexual Abuse (2006).

Westmoreland Elementary School/Middle School, Special Ed Teacher 1999 - 2006
Westmoreland, NH

Special education tutor, K-5 and 8, as well as continued education service contract (21 year old student). Provided differentiated, appropriate and motivated education techniques for various behavioral and emotional needs. Originated and implemented academic plans, individual and whole class.

New Hampshire Technical Institute, Public Relations Facilitator 1995 – 1996
Claremont, NH

Public Relations Facilitator of Adult Education

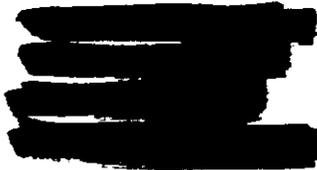
Bessie C. Rowell Elementary School, Kindergarten Teacher 1976 - 1978

Education

University of New Hampshire 1976
BA Elementary Education
Special education concentration

Keene State College Currently Enrolled
Masters of Education

Rebecca Landry



PROFESSIONAL EXPERIENCE

Home Healthcare, Hospice, & Community Services
Keene, NH

Position: Home Visitor (January 2013 – Present)

- * Community liaison for HCS programs with families and individuals throughout the service area.
- * Provide safe, efficient personal interaction with pregnant and parenting families while promoting independence.
- * Teach prenatal care, parenting skills, early intervention and children's health, help establish goals and encouraging achievement of these goals.
- * Reports and documents pertinent observations, including changes in client's condition and need, appropriately.

Monadnock Community Hospital
Peterborough, NH

Position: Reception (January 2010 - March 2012)

- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Maintain medical records, technical library and correspondence files.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Answer telephones, and direct calls to appropriate staff.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Receive and route messages and documents to appropriate staff.
- * Schedule and confirm patient diagnostic appointments.

Monadnock Family Services
Keene, New Hampshire

Position: Children's Intake Coordinator (June 2009 - January 2010)

- * Verify Insurance benefits, obtain, and maintain authorizations.
- * Set payment plan based on sliding fee scale.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Maintain medical records, technical library and correspondence files.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Answer telephones, and direct calls to appropriate staff.

Bard Chiropractic

Peterborough, New Hampshire

Position: Chiropractic Assistant (June 2004 - June 2009)

- * Verify insurance coverage.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Assist with physiological therapy.
- * Transcribe recorded messages and practitioners' diagnoses and recommendations into patients' medical records.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Answer telephones, and direct calls to appropriate staff.
- * Prepare correspondence and assist physicians or medical scientists with preparation of reports, speeches, articles and conference proceedings.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Obtain and maintain authorizations.
- * Maintain medical records, technical library and correspondence files.
- * Schedule and confirm patient diagnostic appointments, surgeries and medical consultations.
- * Perform bookkeeping duties, such as credits and collections, preparing and sending financial statements and bills, and keeping financial records.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Receive and route messages and documents such as laboratory results to appropriate staff.

EDUCATION

Conant High School
Jaffrey, New Hampshire
Diploma, June 1994

ADDITIONAL SKILLS

- * Ability to work well under pressure.
- * Ability to communicate well.
- * Ability to multi-task.
- * Great with people.

VNA at HCS

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|----------------------|-------------------|----------|---------------------------|--------------------------------|
| Penny Vaine | Program Manager | \$50,719 | 100% | \$50,719 |
| Bekki Joki | Pediatric Manager | \$68,924 | 6% | \$4173 |
| Melinda Vonderhorst | RN | \$62,595 | 10% | \$4173 |
| Staci Branon | SW | \$31,403 | 6.5% | \$2,067 |
| Mary Mullen-LaValley | Home Visitor | \$34,921 | 100% | \$34,921 |
| Rebecca Landry | Home Visitor | \$18,130 | 83% | \$15,084 |
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