

20 mac



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option with a **sole source** amendment to an existing agreement with one of the contractors listed below (in bold print) for the provision of Targeted Prevention Programming for DCYF-Involved Families with Substance Use Disorder by increasing the contract price limitation by \$1,166,506 from \$744,198 in the aggregate to \$1,910,704 in the aggregate, and extending the contract completion date from June 30, 2019 to September 30, 2020, effective upon approval by the Governor and Executive Council. 100% Federal Funds.

The original agreement was approved by the Governor and Executive Council on May 2, 2018 (Item #20).

| Contractor Name | Vendor ID | Contractor Address | Current Amount | Increase/ Decrease | Revised Amount |
|---|-------------|---|------------------|--------------------|--------------------|
| Granite Pathways | 228900-B001 | 10 Ferry Street Concord, NH 03301 | \$608,889 | \$0 | \$608,889 |
| The Family Resource Center at Gorham | 162412-B001 | 123 Main Street Gorham, NH 03581 | \$135,309 | \$1,166,506 | \$1,301,815 |
| | | Total | \$744,198 | \$1,166,506 | \$1,910,704 |

Funds are available in the following accounts for state fiscal year (SFY) 2019, and are expected to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

| SFY | Class/ Account | Class Title | Job Number | Current Amount | Increase/ Decrease | Revised Amount |
|------|-------------------|--------------------------------------|-----------------|-------------------|-----------------------|-------------------|
| 2018 | 102- 500731 | Contracts for Program Services | 92052559 | \$148,840 | \$0 | \$148,840 |
| 2019 | 102- 500731 | Contracts for Program Services | 92052559 | \$595,358 | \$0 | \$595,358 |
| 2020 | 102- 500731 | Contracts for Program Services | 92052559 | \$0 | \$0 | \$0 |
| | | | <i>Subtotal</i> | <i>\$744,198</i> | <i>\$0</i> | <i>\$744,198</i> |

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEATH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

| SFY | Class/ Account | Class Title | Job Number | Current Amount | Increase/ Decrease | Revised Amount |
|------|-------------------|--------------------------------------|------------------------|-------------------|-----------------------|--------------------|
| 2019 | 102- 500731 | Contracts for Program Services | 92052559 | \$0 | \$568,403 | \$568,403 |
| 2020 | 102- 500731 | Contracts for Program Services | 92052559 | \$0 | \$598,103 | \$598,103 |
| | | | <i>Subtotal</i> | <i>\$0</i> | <i>\$1,166,506</i> | <i>\$1,166,506</i> |
| | | | Grand Total | \$744,198 | \$1,166,506 | \$1,910,704 |

EXPLANATION

This request is **sole source** because the requested increase in funding exceeds ten percent (10%) of the original contract price limitation. The Contractor is currently providing the Strength to Succeed (STS) Program, which consists of substance use disorder (SUD) prevention and early intervention services to families who have open cases with the Division for Children, Youth and Families (DCYF) as a result of substance use. The Contractor has established programs in place that provide accessible, integrated services to reduce and mitigate childhood trauma that results from substance use in the family. Core components of the STS program include rapid access to treatment for parents within the DCYF

reunification timeframe, DCYF Parent Partner peer support, home visiting services, direct prevention services to children to mitigate risk of substance misuse, and caregiver support for relative caregivers of children exposed to substance use in the home. This request, if approved, will provide additional funding to expand services to an additional group of children and their families and extend the existing program for another fifteen (15) months.

The original services were contracted when the State received funding authorized by the 21st Century CURES Act through the Substance Abuse and Mental Health Services Administration (SAMHSA) State Targeted Response (STR) to the Opioid Crisis grant. The STR grant program ends in FY19 and funds from that grant were used to expand critical SUD prevention, treatment and recovery services to target populations, including child welfare involved families. Extension and expansion of STR funded initiatives are a key component of the State's recently accepted plan for the State Opioid Response (SOR) grant, which provides funding to address the opioid crisis through September 29, 2020.

The purpose of this request is to expand access to STS services to children, parents and caregivers who are undergoing an assessment by DCYF, and are affected by a substance use disorder. This drastically expands the number of families that are eligible to access the STS program given that current funding limits eligibility to open cases. This request, if approved, will also expand services to require the Contractor to implement the evidence-based Parenting a Second Time Around or equivalent evidence-based curriculum for grandparents who are caring for a minor child as a result of DCYF involvement and parental substance use.

As referenced in Form P-37, General Provisions, and in Exhibit C-1, Revisions to General Provisions, Section 3, the State reserves the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council. This request, if approved, will exercise one (1) year and three (3) months of the two (2) available years of renewal.

Notwithstanding any other provisions of the contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

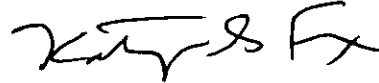
Should the Governor and Executive Council not authorize this request, children impacted by substance misuse issues within their family may not receive the services and targeted prevention messaging necessary to support their current needs, and to assist them with avoiding substance misuse issues in the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

Area served: Statewide.

Source of Funds: 100% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Targeting Capacity Expansion State Targeted Response to the Opioid Crisis Grant (CFDA # 93.788 FAIN T1080246) and State Opioid Response Grant (CFDA #93.788 FAIN T1081685).


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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Targeted Prevention Programming
for DCYF-Involved Families Contract**

This 1st Amendment to the Targeted Prevention Programming for DCYF-Involved Families contract (hereinafter referred to as "Amendment #1") dated this 22nd day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Family Resource Center at Gorham, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 123 Main St. Gorham, New Hampshire 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 2, 2018 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract, and extend the contract completion date for up to two (2) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,301,815.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White.
4. Form P-37, General Provisions, Block 1.8, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1.
6. Add Exhibit B-2 Amendment #1, SFY 2019 Budget.
7. Add Exhibit B-3 Amendment #1, SFY 2020 Budget.

**New Hampshire Department of Health and Human Services
Targeted Prevention Programming
For DCYF-Involved Families**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

Katja S Fox
Name: Katja S Fox
Title: Director

The Family Resource Center at Gorham

11/9/18
Date

Patricia Stolte
Name: PATRICIA STOLTE
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of COOS on 11-9-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Joseph Young
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8-2-22



New Hampshire Department of Health and Human Services
Targeted Prevention Programming
For DCYF-Involved Families



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

OFFICE OF THE ATTORNEY GENERAL

11/20/18
Date

Name: Megan A. Y. [unclear]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees that in the performance of any services involving the collection, transmission, storage, or disposition of data obtained or created on behalf of DHHS, shall be subject to the requirements stated in Exhibit K.
- 1.4. The Contractor agrees that in the performance of any services involving the collection, transmission, storage, or disposition of data containing protected health information (PHI) or in the case of substance use disorder (SUD) data created by a Part 2, shall be subject to the requirements stated in Exhibit I and 45 CFR Part 2, including the prohibition against redisclosure.
- 1.5. The Contractor agrees that in the performance of any services all staff members shall have training in confidentiality and information security relating to the information, files and data that is involved in the performance of the contract.
- 1.6. The Contractor agrees to have consent to share or redisclose any confidential information, including PHI or SUD information, consistent with state rules, and state and federal law including appropriate consents pursuant to 42 CFR Part 2.
- 1.7. The Contractor agrees that any database, dashboard, or information system designed, built, or modified on behalf of DHHS shall be defined and subject to the requirements in Exhibit K, Exhibit I, and all applicable NH Department of Information Technology (DoIT) standards, policies, and procedures.
- 1.8. The Contractor shall assist in developing a strong collaboration between agencies within the Department including, but not limited to the Bureau of Drug and Alcohol Services (BDAS), the Division for Children, Youth, and Families (DCYF), the Division of Public Health Services (DPHS), and the Bureau for Children's Behavioral Health (BCBH) for the purpose of providing services to children and families with substance use disorder that are involved with DCYF, which may include, but is not limited to:
 - 1.8.1. Children.
 - 1.8.2. Birth parents.
 - 1.8.3. Foster parents.
 - 1.8.4. Grandparents.



- 1.8.5. Other caregivers.
- 1.8.6. Siblings.
- 1.8.7. Families with open DCYF cases.
- 1.8.8. Families undergoing a DCYF assessment.
- 1.9. The Contractor shall provide services for two (2) DCYF District Offices listed below. See Exhibit A-1 for more details.
 - 1.9.1. Berlin.
 - 1.9.2. Littleton.
- 1.10. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. Scope of Services

2.1. General Provisions

- 2.1.1. The Contractor shall create and implement programs to reduce and mitigate childhood trauma by:
 - 2.1.1.1. Increasing access to, and participation in, evidence-based home visiting services;
 - 2.1.1.2. Reducing the child's risk of substance use issues; and
 - 2.1.1.3. Increasing training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma-informed care so that the workforce is better prepared to address the challenges of this population.
- 2.1.2. The Contractor shall engage, educate, and empower parents and primary caregivers in a peer-to-peer model to increase family protective factors and reduce risk factors in order to better support childhood social and emotional needs by:
 - 2.1.2.1. Fostering positive parent/primary caregiver child attachment;
 - 2.1.2.2. Increasing parent/primary caregiver knowledge about childhood development and learning;
 - 2.1.2.3. Increasing resiliency and social connectedness in parents/primary caregivers; and
 - 2.1.2.4. Educating parents on the topic of trauma for children and the risk continued substance use poses to the child.



- 2.1.3. The Contractor shall maintain one (1) point of contact and one (1) alternate contact who can receive requests from the two (2) covered District Offices that will refer families to this program.
- 2.1.4. The Contractor shall ensure that families with open cases who are referred for services are offered all program components in a timely fashion, with the understanding that DCYF involvement has a twelve (12) month timeframe for permanency decisions that can impact a parent's parental rights.
- 2.1.5. The Contractor shall assist families with a DCYF assessment who are referred for services to assess the program components that would best meet the family's needs, and provide identified components within a timely fashion.
- 2.1.6. The Contractor shall re-offer services at two (2) and six (6) weeks after the initial offer of services to families that decline the initial offer of services, cease to participate, or do not attend a scheduled visit.
- 2.1.7. The Contractor shall collaborate with Department partners when any issues/barriers arise including, but not limited to, timely access to treatment and program partner capacity issues such as program waitlists or lack of treatment provider capacity.
- 2.1.8. The Contractor shall ensure that when there is an Infant Safe Plan of Care (ISPOC) for a child, all participating partners are knowledgeable about the plan of care and are assisting DCYF and the family to fulfill the plan of care through the use of wraparound meetings and collaboration with the participating partners.
- 2.1.9. The Contractor shall be familiar with the DCYF practice model and Solution Based Casework (SBC) in order to provide services within these frameworks. (More information can be found at <https://www.dhhs.nh.gov/dcyf/documents/nhdcyf%202015-2019cfsp.pdf> and <http://www.solutionbasedcasework.com/about/>.)
- 2.1.10. The Contractor shall collaborate with the Department on federally-mandated outcome design and data collection for program evaluation and federal reporting purposes.
- 2.1.11. The Contractor shall collaborate with existing program providers to ensure consistency in practice and enrollment of clients in appropriate programming including, but not limited to:
 - 2.1.11.1. Collaborating with the North Country Health Consortium to develop a protocol and referral process for prioritization of DCYF-involved families with substance use disorder/opioid use disorder (SUD/OD).
 - 2.1.11.2. Collaborating with the local Integrated Delivery Network in order to learn from their prior work and keep them informed of the Contractor's various efforts.



- 2.1.11.3. Collaborating with the Coos Coalition for Children and Young Families by participating in their leadership board and their committees applicable to this contract.
- 2.1.12. The Contractor shall establish a formal agreement with the local Regional Hub provider(s) to develop a protocol and referral process for prioritization of DCYF-involved families with substance use disorder/opioid use disorder (SUD/ODU).
- 2.1.13. When treatment services cannot be provided within forty-eight (48) hours of referral, the Contractor shall ensure the client has access to interim services, defined as recovery support services or services with a lower American Society of Addiction Medicine (ASAM) Level of Care, under this contract or by referral to an agency or the Regional Hub(s) that has an earlier available opening in the client's service area. This shall be accomplished through increasing access to treatments by:
- 2.1.13.1. Assisting with accessing transportation to treatment.
 - 2.1.13.2. Expanding home visiting services beyond parenting home visits.
 - 2.1.13.3. Assisting with completing paperwork including, but not limited to
 - 2.1.13.3.1. Replacing a lost insurance card.
 - 2.1.13.3.2. Obtaining medical clearance.
 - 2.1.13.4. Developing a plan of care for children while the parent(s) are receiving treatment.
- 2.1.14. The Contractor shall identify or develop, when indicated, appropriate Strength to Succeed training curriculum and educational materials including, but not limited to:
- 2.1.14.1. Parenting curriculum for parents and families while in treatment and recovery including, but not limited to:
 - 2.1.14.1.1. The Nurturing Parenting Program for Families in Substance Abuse Treatment and Recovery (Nurturing Parenting Program).
 - 2.1.14.1.2. Anger Management for Substance Abuse and Mental Health Clients: Participant Workbook.
 - 2.1.14.2. Prevention messaging geared for young children regarding substance use.
 - 2.1.14.3. Addiction 101, which the Contractor shall develop with BDAS to be delivered to the program partners who are not SUD treatment providers and do not have the basic training already, including DCYF.
 - 2.1.14.4. DCYF Involvement 101, which the Contractor shall develop with DCYF to be delivered to the program partners not affiliated with DCYF to include the DCYF practice model and the tenets of Solution Based Casework.



- 2.1.15. The Contractor shall develop pre- and post-tests for the trainings addressed in Subsection 2.1.13 and will collect and score the tests in order to determine improvement gained from the training.
 - 2.1.16. The Contractor shall utilize the "Strength to Succeed" name, when marketing or conducting business for this program.
 - 2.1.17. The Contractor shall use a Department-approved, parent-child interaction form to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.
- 2.2. DCYF Parent Partner Program (Peer Recovery Support)**
- 2.2.1. The Contractor shall collaborate with the DCYF Parent Partner Program in order to:
 - 2.2.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 2.2.1.1.1. Sending a letter to DCYF for each applicable DO to inform of the plan to hire Parent Partners.
 - 2.2.1.1.2. Developing a job description for the role.
 - 2.2.1.1.3. Determining if the DCYF Supervisor, District Office supervisor, and/or Parent Partner Program manager would like to be on the hiring committee.
 - 2.2.1.1.4. Advertising the position.
 - 2.2.1.1.5. Developing interview questions.
 - 2.2.1.1.6. Scheduling and conducting interviews.
 - 2.2.1.1.7. Selecting Parent Partners based on interviews.
 - 2.2.1.2. Develop program oversight and an integrated supervision model for Parent Partners to include, but not be limited to providing a point of contact and oversight at each of the two (2) covered District Offices which shall include, but not be limited to:
 - 2.2.1.2.1. Employing reflective supervision.
 - 2.2.1.2.2. Collaborating with the DCYF contact person at a minimum of once per month for feedback regarding the Parent Partners.
 - 2.2.1.2.3. Providing Practice-Based Coaches to the Parent Partners.
 - 2.2.1.3. Train Parent Partners in providing support to families with SUD/ODU.
 - 2.2.2. The Contractor shall collaborate with DCYF to establish a recruitment and hiring plan that ensures Parent Partners are co-located in each of the two (2) covered District Offices as an integrated member of the team.



2.2.3. The Contractor shall ensure Parent Partners are adequately trained and supervised to provide peer support and are educated regarding the goals of peer support which include, but are not limited to:

2.2.3.1. Instilling hope in families.

2.2.3.2. Providing support and promoting self-advocacy.

2.2.3.3. Providing an understanding of the DCYF practice, policies, and regulations.

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

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

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

2.2.4.3. Enroll with Medicaid and managed care organizations.

2.3. Home Visiting Programming

2.3.1. The Contractor shall provide evidenced-based home visiting programming. (More information available at <https://homvee.acf.hhs.gov/models.aspx>) Evidenced-based home visiting programming includes, but is not limited to:

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

2.3.1.2. Providing parent education.

2.3.1.3. Providing in-home supports.

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

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

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

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

2.3.2. The Contractor shall ensure the home visit programming is effective by:

2.3.2.1. Engaging voluntary clients.



- 2.3.2.2. Developing promotional materials, that will be the property of the Department, targeted at identified families.
- 2.3.2.3. Providing access to discretionary funds.
- 2.3.2.4. Employing a home visiting intervention owned by the Contractor, called Creative Outreach.
- 2.3.2.5. Utilizing evidence-based models including, but not limited to;
 - 2.3.2.5.1. Nurturing Parenting Program.
 - 2.3.2.5.2. Growing Great Kids.
 - 2.3.2.5.3. Growing Great Families
- 2.3.2.6. Utilizing client satisfaction surveys.
- 2.3.2.7. Training home visitors in a parent-child interaction assessment tool developed by Healthy Family America, called CHEERS (Cues, Holding, Expression, Empathy, Rhythmicity Reciprocity, Smiles).
- 2.3.3. The Contractor shall use Department-approved parent-child interaction and clinical assessment tools to measure progress towards achieving the performance measures which may include, but not be limited to:
 - 2.3.3.1. Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO).
 - 2.3.3.2. Parents Interacting With Infants and Toddlers (PI-WI).
 - 2.3.3.3. North Carolina Family Assessment Scales (NCFAS-G).
 - 2.3.3.4. Edinburgh Postnatal Depression Scale (EDPS).
 - 2.3.3.5. PHQ-9 and PHQ-2, tools for assessing depression.
 - 2.3.3.6. Beck Depression Inventory (BDI-II).
 - 2.3.3.7. TWEAK (Tolerance, Worried, Eye-Opener, Amnesia, and K/Cut Down) screening test consisting of five (5) questions designed to screen pregnant women for harmful drinking habits.
 - 2.3.3.8. Michigan Alcohol Screening Test (MAST).
 - 2.3.3.9. Drug Abuse Screening Test (DAST).
 - 2.3.3.10. Relationship Assessment Tool (RAT).
 - 2.3.3.11. Adult-Adolescent Parenting Inventory (AAPI) screen.
- 2.3.4. The Contractor shall follow up on assessment tool outcomes by:
 - 2.3.4.1. Employing motivational interviewing with clients.
 - 2.3.4.2. Scoring screenings as soon as possible in order to validate clients' responses.
 - 2.3.4.3. Providing referrals.



2.3.5. The Contractor shall collaborate with community partners including, but not limited to:

2.3.5.1. Schools.

2.3.5.2. Project Aware.

2.3.5.3. Families and Schools Together (FAST).

2.4. Relative Caregiver Support:

2.4.1. The Contractor shall develop and promote relative caregiver support groups to help reduce caregiver strain and create a natural system of support among relative caregivers. The support groups must be accessible to the two (2) District Office covered catchment areas and be based on areas of high need. Development and promotion shall include, but not be limited to:

2.4.1.1. Development:

2.4.1.1.1. Employing the Nurturing Parenting Program.

2.4.1.1.2. Empowering relative caregivers to have input regarding:

2.4.1.1.2.1. Topics.

2.4.1.1.2.2. Guest speakers.

2.4.1.1.2.3. Format, frequency, duration, and time of meetings.

2.4.1.1.3. Having a skilled staff person at the meeting, but encouraging relative caregivers to facilitate the meeting.

2.4.1.2. Promotion:

2.4.1.2.1. Positive word of mouth.

2.4.1.2.2. Referrals.

2.4.1.2.3. Incentives.

2.4.1.2.4. Social media.

2.4.1.2.5. Press releases.

2.4.1.2.6. Opinion-editorials.

2.4.1.2.7. Radio public service announcements.

2.4.1.2.8. Posters, flyers, and brochures which shall be the property of the Department.

2.4.2. The Contractor shall collaborate with DCYF to ensure relative caregivers are informed of supports including, but not limited to:

2.4.2.1. The Relative Caregiver specialist at DCYF and the Resource Guide developed by DCYF.

2.4.2.2. Relative caregiver support groups in their area.



- 2.4.2.3. Other community resources to help support the caregiver and the child, and reduce caregiver strain.
 - 2.4.3. The Contractor shall provide education to the caregiver on how to interact with the child(ren) in a developmentally-appropriate manner regarding parental substance use disorder and how to prevent addiction in their own lives.
 - 2.4.4. The Contractor shall provide the Parenting a Second Time Around curriculum or equivalent evidence-based program for grandparents who are caring for a minor grandchild which shall include, but is not limited to:
 - 2.4.4.1. Providing no less than four (4) workshops on relevant topics which may include, but are not limited to:
 - 2.4.4.1.1. Child development.
 - 2.4.4.1.2. Discipline and guidance.
 - 2.4.4.1.3. Personal care.
 - 2.4.4.1.4. Raising teenagers.
 - 2.4.4.1.5. An overview of support services.
 - 2.4.4.1.6. Legal issues.
 - 2.4.4.2. Providing individual counseling for relative caregivers, including grandparents.
 - 2.4.4.3. Providing the pamphlet A Resource Guide for New Hampshire Relative Caregivers (<https://www.dhhs.nh.gov/dcyf/documents/relativecaregivers.pdf>) to relative caregivers, including grandparents.
- 2.5. Parent and Child Substance Use Education**
- 2.5.1. The Contractor shall provide parent and child substance use education, using the Nurturing Parenting program (<http://www.nurturingparenting.com>) which includes, but is not limited to:
 - 2.5.1.1. Training all relevant staff in the Nurturing Parenting program.
 - 2.5.1.2. Providing education in a variety of settings including in single or co-facilitated group settings.
 - 2.5.1.3. Modifying the education for individuals and families not yet ready for a group setting.
- 2.6. The Contractor shall develop and submit a work plan to the Department for review and approval, which describes the process for ensuring the completion of all aspects of the Scope of Services within thirty (30) days of Governor and Executive Council approval of the contract.



2.7. Data and Reporting

- 2.7.1. The Contractor shall submit monthly narrative reports to the Department including a summary of project progress, barriers met and addressed, and general aggregate information regarding the families served by the program. The aggregate information must include, but is not limited to:
- 2.7.1.1. Primary drug of choice for family members.
 - 2.7.1.2. General treatment access information for family members.
 - 2.7.1.3. Number and ages of children served by program.
 - 2.7.1.4. Date of enrollment in program.
 - 2.7.1.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
 - 2.7.1.6. Change in the living status of each child.
 - 2.7.1.7. Number of provider organizations providing direct services as listed in the scope of service.
 - 2.7.1.8. Number of parent partners hired and the district offices covered.
- 2.7.2. The Contractor shall collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.

3. Performance Measures

- 3.1. The Contractor shall ensure that the following performance indicators are quarterly achieved and monitored monthly to measure the effectiveness of the agreement:
- 3.1.1. The Contractor shall provide evidence-based home visiting services to one hundred percent (100 %) of families referred to the program that require home visiting services as part of their treatment plan.
 - 3.1.2. The Contractor shall increase training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma informed care by three (3) trainings per calendar year and increase the knowledge of substance misuse prevention, recovery and trauma informed care among the early childhood and home visiting workforce, as demonstrated by an increase of (10%) in aggregate as measured quarterly from training pre-tests to training post-tests
 - 3.1.3. The Contractor shall ensure that eighty percent (80%) of families referred to the program receive access to treatment or interim treatment services within forty eight (48) hours of referral.



3.2. Quarterly, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

4. Deliverables

- 4.1. The Contractor shall provide services to no less than two hundred forty (240) families, including, but not limited to, no less than:
- 4.2. Sixty seven (67) families with open DCYF cases.
- 4.3. One hundred seventy three (173) families in the DCYF who are undergoing DCYF assessment.

Exhibit B-2 Amendment #1
SFY 2019 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

Budget Request for: RFP for Targeted Prevention Programming for DCYF-involved Families
(Name of RFP)

Budget Period: JULY 1, 2018 - JUNE 30, 2019

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|--------------------|----------------|---------------|--------------------------|----------------|--------------|-------------------------------|----------------|---------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 305,380.00 | \$ 33,938.00 | \$ 339,318.00 | \$ 6,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 299,380.00 | \$ 29,938.00 | \$ 329,318.00 |
| 2. Employee Benefits | \$ 130,000.00 | \$ 13,000.00 | \$ 143,000.00 | \$ 3,000.00 | \$ 300.00 | \$ 3,300.00 | \$ 127,000.00 | \$ 12,700.00 | \$ 139,700.00 |
| 3. Consultants | \$ 17,000.00 | \$ 1,700.00 | \$ 18,700.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ 15,000.00 | \$ 1,500.00 | \$ 16,500.00 |
| 4. Equipment: | | | | | | | | | |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 2,100.00 | \$ 210.00 | \$ 2,310.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 1,600.00 | \$ 160.00 | \$ 1,760.00 |
| 5. Supplies: | | | | | | | | | |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,000.00 | \$ 300.00 | \$ 3,300.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 2,500.00 | \$ 250.00 | \$ 2,750.00 |
| 6. Travel | \$ 50,000.00 | \$ 5,000.00 | \$ 55,000.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ 48,000.00 | \$ 4,800.00 | \$ 52,800.00 |
| Occupancy | \$ 2,500.00 | \$ 250.00 | \$ 2,750.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 |
| 8. Current Expenses | | | | | | | | | |
| Telephone | \$ 5,050.00 | \$ 505.00 | \$ 5,555.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 4,800.00 | \$ 480.00 | \$ 5,280.00 |
| Postage | \$ 98.00 | \$ 9.80 | \$ 107.80 | \$ 98.00 | \$ 9.80 | \$ 107.80 | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ - | \$ - |
| Insurance | \$ 700.00 | \$ 70.00 | \$ 770.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 450.00 | \$ 45.00 | \$ 495.00 |
| Board Expenses | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,250.00 | \$ 125.00 | \$ 1,375.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 |
| 11. Staff Education and Training | \$ 6,000.00 | \$ 600.00 | \$ 6,600.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ 5,000.00 | \$ 500.00 | \$ 5,500.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory):Discretionary | \$ 10,000.00 | \$ 1,000.00 | \$ 11,000.00 | \$ - | \$ - | \$ - | \$ 10,000.00 | \$ 1,000.00 | \$ 11,000.00 |
| TOTAL | \$ 533,478.00 | \$ 58,747.80 | \$ 592,225.80 | \$ 16,748.00 | \$ 5,074.80 | \$ 21,822.80 | \$ 516,730.00 | \$ 51,673.00 | \$ 568,403.00 |

Indirect As A Percent of Direct

10.6%

Exhibit B-3 Amendment #1
SFY 2020 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

Budget Request for: Targeted Prevention Programming for DCYF-involved Families
(Name of RFP)

Budget Period: JULY 1, 2019 - JUNE 30, 2020

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|----------------------|---------------------|----------------------|--------------------------|--------------------|---------------------|-------------------------------|---------------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 332,300.00 | \$ 36,838.00 | \$ 369,018.00 | \$ 6,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 326,300.00 | \$ 32,838.00 | \$ 359,018.00 |
| 2. Employee Benefits | \$ 130,000.00 | \$ 13,000.00 | \$ 143,000.00 | \$ 3,000.00 | \$ 300.00 | \$ 3,300.00 | \$ 127,000.00 | \$ 12,700.00 | \$ 139,700.00 |
| 3. Consultants | \$ 17,000.00 | \$ 1,700.00 | \$ 18,700.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ 15,000.00 | \$ 1,500.00 | \$ 16,500.00 |
| 4. Equipment: | | | | | | | | | |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 2,100.00 | \$ 210.00 | \$ 2,310.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 1,600.00 | \$ 160.00 | \$ 1,760.00 |
| 5. Supplies: | | | | | | | | | |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 3,000.00 | \$ 300.00 | \$ 3,300.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 2,500.00 | \$ 250.00 | \$ 2,750.00 |
| 6. Travel | \$ 60,000.00 | \$ 5,000.00 | \$ 65,000.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ 48,000.00 | \$ 4,800.00 | \$ 52,800.00 |
| Occupancy | \$ 2,500.00 | \$ 250.00 | \$ 2,750.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 |
| 8. Current Expenses | | | | | | | | | |
| Telephone | \$ 5,050.00 | \$ 505.00 | \$ 5,555.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 4,800.00 | \$ 480.00 | \$ 5,280.00 |
| Postage | \$ 98.00 | \$ 9.80 | \$ 107.80 | \$ 98.00 | \$ 9.80 | \$ 107.80 | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ - | \$ - |
| Insurance | \$ 700.00 | \$ 70.00 | \$ 770.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 450.00 | \$ 45.00 | \$ 495.00 |
| Board Expenses | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,250.00 | \$ 125.00 | \$ 1,375.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 |
| 11. Staff Education and Training | \$ 8,000.00 | \$ 800.00 | \$ 8,800.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ 5,000.00 | \$ 500.00 | \$ 5,500.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory/Discretionary) | \$ 10,000.00 | \$ 1,000.00 | \$ 11,000.00 | \$ - | \$ - | \$ - | \$ 10,000.00 | \$ 1,000.00 | \$ 11,000.00 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 580,478.00 | \$ 69,447.80 | \$ 619,925.80 | \$ 18,748.00 | \$ 5,074.80 | \$ 21,822.80 | \$ 543,730.00 | \$ 64,373.00 | \$ 608,103.00 |

Indirect As A Percent of Direct

10.6%

State of New Hampshire

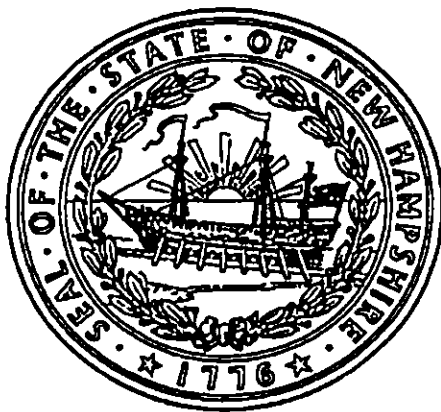
Department of State

CERTIFICATE

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

Business ID: 270161

Certificate Number : 0004094794



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Heidi Barker, do hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 16, 2018:

RESOLVED: That the Patricia Stolte

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of November, 2018.

4. Patricia Stolte is the duly elected Executive Director of the Agency.

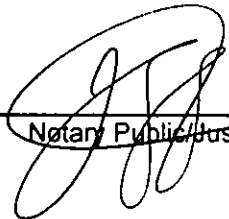

Signature

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 9th day of November 2018.

By Heidi Barker, President of the FRC Board of Directors


Notary Public Justice of the Peace



Commission Expires: 8-2-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2018

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

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


| | |
|---|---|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (803)293-2791 FAX (A/C, No): (803)293-7188 E-MAIL ADDRESS: fairley@esinsurance.net |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581 | INSURER A: Great American Ins Group |
| | INSURER B: Travelers |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 2018 **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | MAC3793560-14 | 05/10/2018 | 05/10/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 AbMol Daycare, IncAnoPA \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| 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 | 6JUB2E6489318 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER State of NH DHHS 129 Pleasant Street Concord NH 03301-3857 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

**the family
resource center** **ter**
at Gorham

Our MISSION:

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

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

TABLE OF CONTENTS

| | <u>Page(s)</u> |
|--|-----------------------|
| Independent Auditors' Report | 1 - 2 |
| Financial Statements: | |
| Statements of Financial Position | 3 |
| Statements of Activities | 4 - 5 |
| Statements of Cash Flows | 6 |
| Statements of Functional Expenses | 7 - 8 |
| Notes to Financial Statements | 9 - 16 |
| Schedule of Expenditures of Federal Awards | 17 |
| 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 | 18 - 19 |
| Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by Uniform Guidance | 20 - 21 |
| Schedule of Findings and Questioned Costs | 22 |

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 7, 2018, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

*Leon, McDannell & Roberts
Professional Association*

September 14, 2018
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2018 AND 2017**

ASSETS

| | <u>2018</u> | <u>2017</u> |
|--------------------------------|--------------------------|--------------------------|
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 238,341 | \$ 199,929 |
| Certificates of deposit | 80,127 | 79,967 |
| Grants receivable | 251,249 | 183,900 |
| Prepaid expenses | <u>9,441</u> | <u>10,548</u> |
| Total current assets | <u>579,158</u> | <u>474,344</u> |
| PROPERTY | | |
| Leasehold improvements | 74,932 | 74,932 |
| Furniture and equipment | <u>51,575</u> | <u>51,575</u> |
| Total | 126,507 | 126,507 |
| Less: accumulated depreciation | <u>(90,919)</u> | <u>(85,345)</u> |
| Property, net | <u>35,588</u> | <u>41,162</u> |
| OTHER ASSETS | | |
| Investments | 209,058 | 203,775 |
| Agency deposits - cash | <u>22,226</u> | <u>25,583</u> |
| Total other assets | <u>231,284</u> | <u>229,358</u> |
| TOTAL ASSETS | <u>\$ 846,030</u> | <u>\$ 744,864</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|--------------------------|--------------------------|
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 8,890 | \$ 12,377 |
| Accrued expenses | 28,856 | 30,432 |
| Agency deposits | 22,226 | 25,583 |
| Refundable advances | <u>14,799</u> | <u>29,260</u> |
| Total current liabilities | <u>74,771</u> | <u>97,652</u> |
| NET ASSETS | | |
| Unrestricted | | |
| Designated for long-term building maintenance | 19,244 | 16,835 |
| Undesignated | 530,856 | 419,120 |
| Temporarily restricted | 5,000 | - |
| Permanently restricted - endowment | <u>216,159</u> | <u>211,257</u> |
| Total net assets | <u>771,259</u> | <u>647,212</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 846,030</u> | <u>\$ 744,864</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|---------------------|-----------------------------------|-----------------------------------|-------------------|
| REVENUE AND SUPPORT | | | | |
| Grants | \$ - | \$ 1,414,856 | \$ - | \$ 1,414,856 |
| Donations | 39,023 | 5,000 | - | 44,023 |
| Agency rents | 37,205 | - | - | 37,205 |
| Investment income | - | - | 5,405 | 5,405 |
| Other income | 1,560 | - | - | 1,560 |
| Interest income | 370 | - | - | 370 |
| Net unrealized investment gain (loss) | - | - | (7,607) | (7,607) |
| Net realized investment gain | - | - | 11,475 | 11,475 |
| Net assets released from restrictions | <u>1,414,856</u> | <u>(1,414,856)</u> | <u>-</u> | <u>-</u> |
| Total revenues, support and net assets released from restrictions | <u>1,493,014</u> | <u>5,000</u> | <u>9,273</u> | <u>1,507,287</u> |
| EXPENSES | | | | |
| Program services | 1,222,386 | - | - | 1,222,386 |
| Management and general | <u>156,483</u> | <u>-</u> | <u>4,371</u> | <u>160,854</u> |
| Total expenses | <u>1,378,869</u> | <u>-</u> | <u>4,371</u> | <u>1,383,240</u> |
| INCREASE IN NET ASSETS | 114,145 | 5,000 | 4,902 | 124,047 |
| NET ASSETS - BEGINNING OF YEAR | <u>435,955</u> | <u>-</u> | <u>211,257</u> | <u>647,212</u> |
| NET ASSETS - END OF YEAR | <u>\$ 550,100</u> | <u>\$ 5,000</u> | <u>\$ 216,159</u> | <u>\$ 771,259</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|---------------------|-----------------------------------|-----------------------------------|-------------------|
| REVENUE AND SUPPORT | | | | |
| Grants | \$ - | \$ 1,263,836 | \$ - | \$ 1,263,836 |
| Donations | 13,572 | - | - | 13,572 |
| Agency rents | 37,351 | - | - | 37,351 |
| Investment income | - | - | 4,872 | 4,872 |
| Other income | 4,850 | - | - | 4,850 |
| Interest income | 293 | - | - | 293 |
| Net unrealized investment gain (loss) | - | - | (1,348) | (1,348) |
| Net realized investment gain | - | - | 12,122 | 12,122 |
| Net assets released from restrictions | <u>1,263,836</u> | <u>(1,263,836)</u> | <u>-</u> | <u>-</u> |
| Total revenues, support and net assets released from restrictions | <u>1,319,902</u> | <u>-</u> | <u>15,646</u> | <u>1,335,548</u> |
| EXPENSES | | | | |
| Program services | 1,075,827 | - | - | 1,075,827 |
| Management and general | <u>176,446</u> | <u>-</u> | <u>4,153</u> | <u>180,599</u> |
| Total expenses | <u>1,252,273</u> | <u>-</u> | <u>4,153</u> | <u>1,256,426</u> |
| INCREASE IN NET ASSETS | 67,629 | - | 11,493 | 79,122 |
| NET ASSETS - BEGINNING OF YEAR | <u>368,326</u> | <u>-</u> | <u>199,764</u> | <u>568,090</u> |
| NET ASSETS - END OF YEAR | <u>\$ 435,955</u> | <u>\$ -</u> | <u>\$ 211,257</u> | <u>\$ 647,212</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

| | <u>2018</u> | <u>2017</u> |
|---|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Increase in net assets | \$ 124,047 | \$ 79,122 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Unrealized loss on investments | 7,607 | 1,348 |
| Realized gains on investments | (11,475) | (12,122) |
| Depreciation | 5,574 | 7,500 |
| (Increase) decrease in assets: | | |
| Grants receivable | (67,349) | 31,036 |
| Prepaid expenses | 1,107 | 2,344 |
| Increase (decrease) in liabilities: | | |
| Accounts payable | (3,487) | (1,366) |
| Accrued expenses | (1,576) | 11,875 |
| Agency deposits | (3,357) | (738) |
| Refundable advances | <u>(14,461)</u> | <u>6,812</u> |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>36,630</u> | <u>125,811</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Proceeds from the sale of investments | 55,979 | 29,852 |
| Purchase of investments and certificates of deposit | <u>(57,554)</u> | <u>(45,440)</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(1,575)</u> | <u>(15,588)</u> |
| NET INCREASE IN CASH AND EQUIVALENTS | 35,055 | 110,223 |
| CASH AND EQUIVALENTS - BEGINNING OF YEAR | <u>225,512</u> | <u>115,289</u> |
| CASH AND EQUIVALENTS - END OF YEAR | <u>\$ 260,567</u> | <u>\$ 225,512</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

| | <u>Program Services</u> | <u>Management and General</u> | <u>Total</u> |
|---------------------------------------|-----------------------------|---------------------------------------|---------------------|
| Personnel Costs | | | |
| Salaries and wages | \$ 769,290 | \$ 105,510 | \$ 874,800 |
| Payroll taxes | 57,002 | 7,818 | 64,820 |
| Employee benefits | 96,469 | 12,161 | 108,630 |
| Program activities | 90,579 | - | 90,579 |
| Travel | 80,917 | 530 | 81,447 |
| Food and supplies | 19,748 | 793 | 20,541 |
| Heat and utilities | 18,039 | 949 | 18,988 |
| Telephone, internet, fax and cable | 12,014 | 2,288 | 14,302 |
| Accounting fees | - | 12,852 | 12,852 |
| Contractors and consultants | 10,550 | 1,449 | 11,999 |
| Small equipment | 10,027 | 925 | 10,952 |
| Conferences and meetings | 8,441 | 1,704 | 10,145 |
| Liability insurance | 9,578 | - | 9,578 |
| Rent | 8,166 | - | 8,166 |
| Maintenance, cleaning and inspections | 6,027 | 1,506 | 7,533 |
| Depreciation | 4,459 | 1,115 | 5,574 |
| Printing | 4,885 | 373 | 5,258 |
| Student transportation | 5,185 | - | 5,185 |
| Bank charges | - | 4,560 | 4,560 |
| Advertising | 3,071 | 1,468 | 4,539 |
| Training | 3,526 | 369 | 3,895 |
| Technology | 2,216 | 1,672 | 3,888 |
| Payroll processing service | - | 2,445 | 2,445 |
| Property insurance | 1,078 | 360 | 1,438 |
| Postage and shipping | 1,119 | 7 | 1,126 |
| | <u>1,119</u> | <u>7</u> | <u>1,126</u> |
| Total | <u>\$ 1,222,386</u> | <u>\$ 160,854</u> | <u>\$ 1,383,240</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

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

| | Program Services | Management and General | Total |
|---------------------------------------|-----------------------------|---------------------------------------|---------------------|
| Personnel Costs: | | | |
| Salaries and wages | \$ 697,801 | \$ 120,998 | \$ 818,799 |
| Payroll taxes | 51,430 | 9,256 | 60,686 |
| Employee benefits | 70,330 | 13,468 | 83,798 |
| Program activities | 61,994 | - | 61,994 |
| Travel | 56,520 | 690 | 57,210 |
| Food and supplies | 23,461 | 1,853 | 25,314 |
| Heat and utilities | 16,862 | 888 | 17,750 |
| Accounting fees | - | 16,188 | 16,188 |
| Contractors and consultants | 10,620 | 1,331 | 11,951 |
| Telephone, internet, fax and cable | 11,530 | 240 | 11,770 |
| Rent | 10,545 | - | 10,545 |
| Conferences and meetings | 7,474 | 2,740 | 10,214 |
| Liability insurance | 9,800 | 177 | 9,977 |
| Maintenance, cleaning and inspections | 7,298 | 1,825 | 9,123 |
| Training | 6,582 | 1,154 | 7,736 |
| Depreciation | 7,500 | - | 7,500 |
| Student transportation | 6,576 | - | 6,576 |
| Small equipment | 6,026 | 470 | 6,496 |
| Printing | 5,472 | 41 | 5,513 |
| Technology | 2,500 | 1,862 | 4,362 |
| Bank charges | - | 4,338 | 4,338 |
| Postage and shipping | 2,615 | 46 | 2,661 |
| Payroll processing service | - | 2,355 | 2,355 |
| Advertising | 1,810 | 318 | 2,128 |
| Property insurance | 1,081 | 361 | 1,442 |
| | <u>1,081</u> | <u>361</u> | <u>1,442</u> |
| Total | <u>\$ 1,075,827</u> | <u>\$ 180,599</u> | <u>\$ 1,256,426</u> |

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

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

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

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

Basis of Accounting

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

Basis of Presentation

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

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

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

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

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

As of June 30, 2018, the Resource Center had unrestricted, temporarily restricted, and permanently restricted net assets. As of June 30, 2017, the Resource Center had unrestricted and permanently restricted net assets.

Use of Estimates

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

Cash and Cash Equivalents

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

Investments

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

Property and Equipment

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

| | |
|-------------------------|--------------|
| Furniture and equipment | 5 - 15 years |
| Leasehold improvements | 20 years |

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

Contributions

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

Contributed Services

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

Functional Allocation of Expenses

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

Refundable Advances

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

Income Taxes

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

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

Leased Facilities

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

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2018 and 2017 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Reclassifications

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

Fair Value of Financial Instruments

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

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

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

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

At June 30, 2018 and 2017, the Resource Center's investments were all classified as Level 1 and were based on fair value.

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

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

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

2. **DEMAND NOTE PAYABLE**

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to \$75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2018 and 2017, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.20%. There were no balances outstanding as of June 30, 2018 and 2017.

3. **AGENCY DEPOSITS**

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2018 and 2017 were \$22,226 and \$22,187, respectively.

The Resource Center served as a fiscal agent for the North Country Veterans Committee. The committee performed extensive outreach, education and awareness throughout the North Country of New Hampshire in building a stronger safety net for North Country veterans and their families. The fiscal agent relationship ended during the year ended June 30, 2018. The amount held on behalf of the committee as of June 30, 2017 was \$3,396.

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2018 and 2017 totaled \$14,799 and \$29,260, respectively.

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

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2018 and 2017. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts.

6. OPERATING LEASE OBLIGATIONS

The Organization has entered into a one-year operating lease agreement to rent satellite office space. The Organization also rents various other office space on a month to month basis. Rent expense under these agreements aggregated \$8,166 and \$10,545 for the years ended June 30, 2018 and 2017, respectively.

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

| <u>Year Ending June 30</u> | <u>Amount</u> |
|--------------------------------|-----------------|
| 2019 | <u>\$ 2,268</u> |

7. INVESTMENTS

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2018 and 2017 is presented as follows:

| <u>Year</u> | <u>Investment</u> | <u>Cost</u> | <u>Market Value</u> | <u>Excess of Market Over Cost</u> | <u>Investment Income</u> |
|-------------|-------------------|-------------|-------------------------|---|------------------------------|
| 2018 | Bank of America | \$194,026 | \$209,058 | \$15,032 | \$5,405 |
| 2017 | Bank of America | \$181,136 | \$203,775 | \$22,639 | \$4,872 |

8. UNRESTRICTED NET ASSETS - DESIGNATED

By vote of the Board of Directors, funds have been designated for long term building maintenance. Unrestricted net assets designated by the board was \$19,244 and \$16,835 at June 30, 2018 and 2017, respectively.

9. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at June 30, 2018 consisted of a \$5,000 contribution with a time restriction requiring the amount to be used in support of general operations for the fiscal year ended June 30, 2019.

10. PERMANENTLY RESTRICTED NET ASSETS

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

appropriated for operating account expenditures. No distributions were taken from the fund during the years ended June 30, 2018 and 2017.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

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

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

As of June 30, 2018 and 2017, the endowment fund was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2018 and 2017 was as follows:

| | Balances as of <u>June 30, 2017</u> | Activity for the year ended <u>June 30, 2018</u> | Balances as of <u>June 30, 2018</u> |
|--------------------------|--|---|--|
| Permanent gifts | \$ 175,809 | \$ - | \$ 175,809 |
| Investment earnings | 43,336 | 5,405 | 48,741 |
| Realized gain | 39,862 | 11,475 | 51,337 |
| Transfer to unrestricted | (41,590) | - | (41,590) |
| Investment expense | (28,799) | (4,371) | (33,170) |
| Unrealized gain (loss) | <u>22,639</u> | <u>(7,607)</u> | <u>15,032</u> |
| | <u>\$ 211,257</u> | <u>\$ 4,902</u> | <u>\$ 216,159</u> |

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

11. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 14, 2018, the date the June 30, 2018 financial statements were available for issuance.

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2018**

| FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE | FEDERAL CFDA NUMBER | PASS THROUGH GRANTOR NUMBER | FEDERAL EXPENDITURES |
|--|------------------------------------|--|---------------------------------|
| <u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u> | | | |
| Passed through State of New Hampshire | | | |
| Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families | | | |
| Stephanie Tubbs Jones Child Welfare Services Program | 93.645 | 42106802 | \$ 8,104 |
| Promoting Safe and Stable Families | 93.556 | 42107306 | 37,280 |
| Social Services Block Grant | 93.667 | 42106603 | 139,786 |
| TANF CLUSTER | | | |
| Temporary Assistance for Needy Families | 93.558 | 45030206 | 65,740 |
| Temporary Assistance for Needy Families | 93.558 | 45030353 | 118,628 |
| | | | <u>184,368</u> |
| Maternal & Child Health Services Block Grant for States | 93.994 | 90004009 | 9,951 |
| ACA Maternal, Infant and Early Childhood Home Visiting Program | 93.505 | 05-95-90-902010-5896 | 157,316 |
| ACA Maternal, Infant and Early Childhood Home Visiting Program | 93.505 | 05-95-90-902010-0831 | 91,925 |
| | | | <u>249,241</u> |
| Passed through Easter Seals | | | |
| MEDICAID CLUSTER | | | |
| Medical Assistance Program | 93.778 | None | 2,756 |
| Total U.S. Department of Health and Human Services | | | <u>\$ 631,486</u> |
| <u>U.S. DEPARTMENT OF EDUCATION</u> | | | |
| Passed through State of New Hampshire Department of Education | | | |
| Twenty-First Century Community Learning Centers | 84.287 | 86227 | \$ 179,474 |
| Twenty-First Century Community Learning Centers | 84.287 | 86282 | 181,709 |
| Total U.S. Department of Education | | | <u>\$ 361,183</u> |
| Total expenditures of federal awards | | | <u>\$ 992,669</u> |

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - INDIRECT COST RATE

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

FAMILY RESOURCE CENTER AT GORHAM

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 14, 2018.

Internal Control Over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

*Leon, McDonnell & Roberts
Professional Association*

September 14, 2018
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

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

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

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2018. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

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

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

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

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

*Leon, McDonnell & Roberts
Professional Association*

September 14, 2018
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Family Resource Center at Gorham.
2. No significant deficiencies were disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The program tested as a major program was: U.S. Department of Education; Twenty-First Century Community Learning Centers, CFDA – 84.287.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

the family resource center

123 Main Street Gorham, NH 03581 603-466-5190

Offices in Berlin, Colebrook, Lancaster & Littleton ~ www.frc123.org

The Family Resource Center at Gorham 2018 BOARD OF DIRECTORS

Heidi Barker, President
UNH Cooperative Extension
Field Specialist, Youth & Families

Linda Lamirande, Treasurer
Accountant

Nathan Morin, Vice President
North Country Health Consortium

Bridget Laflamme,
Social Worker, Coos County Family Health

Lucie Remillard, Secretary
Casa NH / Berlin City Councilor

Anne-Marie Labonte
Coordinator, Project Aware SAU 3

Donna Piet
NH-DHHS Berlin
Family Services Specialist

Karen Moore
Berlin Public Schools
Title I Supervisor

Vicky McGillicuddy
Grandparent Advisor

Gretchen Taillon
White Mountain Community College

PATRICIA STOLTE

PROFESSIONAL SKILLS

ADMINISTRATIVE

Over thirty years' experience in positions requiring administrative responsibility and problem solving abilities including; nonprofit agencies, marketing departments and human service programs:

- Knowledge of all aspects of operational, financial and day-to-day management of both non-profit and for-profit businesses
- Responsible for managing resources, developing annual budgets, monitoring and managing budgets and overseeing contracts and compliance with DHHS.
- Supervision and leadership for four non-profit programs with 50 staff members
- Program implementation
- Development; grant writing, annual appeals and donor program implementation
- Human Resources creating policies & procedures, job descriptions, orientation and training for several agencies
- Initiated Strategic Planning process and Board Development within agencies
- Agency delegate for several state conferences, involved in coordination of all aspects of annual events, fundraising projects and marketing campaigns
- Facility and building management for several site locations
- Volunteer management, recruitment and recognition

FISCAL MANAGEMENT

- Direct agency budget of \$1.5million with multiple program budgets
- Budget management of 3 programs with reporting to Board of Directors and agency CEO overseeing \$1.3million budget
- Budget management of advertising campaigns from \$500k to \$6 million for businesses
- Proposals for funding to state, federal and local governments for annual contracts
- Fiscal management of annual grants from NH Charitable Trust and other foundations.

SKILLS:

- Work collaboratively with board members, staff and colleagues
- Create partnerships within the community to combine and extend resources
- Possess solid presentation, communication and organizational skills
- Knowledge of Microsoft Office, graphics programs and social media

PROFESSIONAL EXPERIENCE:

The Family Resource Center,

Gorham NH Executive Director – August 2015 to present

Tri-County Community Action Programs, Inc., Berlin. NH – August 2004 to August 2015

- Servicelink Resource Center Director - 2004 to 2006
- TCCAP Division Director - 2006 to 2015

Mountain View Grand Resort

Whitefield NH - Public Relations Director – 2003-2004

Berlin Main Street Program

Berlin, NH Executive Director - November 1997 to January 2003

Zale Corporation/Karten's

Dallas/New Bedford, MA - Marketing Manager - 1991 to 1997

Pierce-Cote Advertising Agency

Osterville, MA – PR & Media Manager 1989 to 1991

Shreve, Crump & Low,

Boston - Marketing Director - 1984 to 1989

Wolfe Publishing, Pittsford NY - Advertising Sales Representative - 1984

EDUCATION & TRAINING

State University of New York at Fredonia, BA in Mass Communications & Business

Monroe Community College, Rochester, New York, Associates in Business Administration

Brighton High School, Rochester, New York

VOLUNTEER ENGAGEMENT – PAST & PRESENT

- Involved on area non-profit boards, community groups and projects with organizations such as Coos Country Health Services, Androscoggin Valley Home Care, AV Economic Recovery Committee, Head Start Board of Advisors, The Main Street Program and Androscoggin Valley Hospital Wellness Committee
- Member of NH Wellness & Prevention Council, Leadership North Country, Statewide Coalition of Aging Services , the Planning Committee for NH State Conference on Aging, the Coos County Coalition for Families & Children, The Endowment for Health Planning Committee and the Androscoggin Valley Community Partners



Jen Buteau

○ Skills and Professional Trainings

- Growing Great Kids / Growing Great Families; evidence-based curricula trained and certified practitioner and supervisor
- Motivational Interviewing; an evidence-based counseling approach to health care
- Healthy Families America; evidence-based model certified Family Support Worker and Supervisor
- Healthy Families America; evidence-based model certified Parent Survey / Community Outreach Worker and Supervisor
- Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children
- Parents Interacting with Infants and Toddlers (PI-WI) practitioner and coach
- Illness Management and Recovery Facilitator
- Regularly commended for delivering effective and quality services with integrity
- Active listener with excellent interpersonal skills
- Motivated, dependable, committed, and loyal employee
- Strong and proven sales and marketing background
- Ability to lead and motivate team members
- Self starter and quick learner
- Expert advocacy, communication, and case planning skills
- Successful leadership and managerial experiences
- Effectively use both traditional and social media to spread awareness and engage community members
- 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 strict budgets and analyze and incorporate ways to decrease expenses and increase revenue
- Creative and innovative with a track record of designing and implementing programs where there is a need; such as the Holiday Shoppe, social skills groups, team-building sessions, boundaries trainings, trainings on evidence-based methods for dealing with people with personality disorders, and panel discussions on substance use in the North Country
- Sensitivity to and clinical experience with people struggling with addiction, mental health issues, poverty, diversity, cognitive impairments, or otherwise marginalized individuals
- Overall, genuinely cheerful, kind and respectful to all people

○ Professional Experience

September 2015 - present Family Resource Center at Gorham Director of Family Support Services

- Manage and develop evidence-based home visiting and family support programs in Coos and Upper Grafton County

2013 – 2015 CASA of NH Training & Recruitment Coordinator

- Strategically implemented efforts to increase awareness about CASA of NH and recruited more quality volunteers to advocate for children who have been abused / neglected
- Initiated and developed fundraising campaigns, appeals, volunteer appreciation initiatives, grant research, writing and reporting

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

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

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

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

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

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

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

○ Education

Rivier College, B.A., Psychology

○ Community Involvement

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



Annette Lucas

Objective

Work Experience

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

Healthy Families America Family Support Specialist- Full Time

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

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

Property Manager- Full Time

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

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

Staff Guardian – Full Time

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

Education

1981 Graduate of White Mountain Regional High School

Certification's and Trainings

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

SARAH MORSE

Skills Summary

Customer service, Management

Education

***White Mountains Community College
Hospitality Management 2019***

Winnisquam Regional High School
Graduated 2007

Experience

Omni Mount Washington Resort

Guest Room Attendant

February 2018 - Current

Indian Head Resort

1-800-343-8000

Lincoln, NH

July 2017 – February 2018

Hampton Inn & Suites By Hilton

603-444-0025

Littleton, NH

June 2016 – February 2017

Hampton Inn & Suites By Hilton

603-286-3400

Tilton, NH

August 2015 – May 2016

References:

LAUREN SCOTT

[REDACTED]
(603) 551-5100
[REDACTED]@com

PROFESSIONAL SUMMARY

A former intelligence professional highly trained and experienced in human intelligence and counter insurgency operations with a BS in Criminal Justice and Psychology. Effective leader and collaborative team member with strong qualitative reasoning and analysis. Dedicated service representative with 7+ years extensive experience in customer relations, sales and inventory control.

SKILLS

- Project management
- Decisive problem solver
- Persuasive negotiator
- Exceptional interpersonal skills
- Highly responsible and reliable
- Extremely organized and efficient
- Motivated team player
- Conflict resolution

WORK HISTORY

FOOD AND BEVERAGE- BANQUET SERVER, 2017-Current
Mountain View Grand- Whitefield, NH

- Support a positive event outcome by ensuring all food and beverage items are presented and served correctly in a timely manner, resulting in superior service
- Maintain an open, professional communication with all supporting departments, such as keeping the Sales Team informed and alerted to possible challenges
- Professional and effective supervision of Banquet Staff and accompanying employees
- Accurately complete event area preparation prior to guests arrival, supervise efficient cleanup of event venue, returning all equipment to proper storage areas.
- Provide valuable and reliable service by ensuring assigned events and activities are organized and executed
- Properly read BEO to understand function/event setup details and conduct pre-shift meetings to explain event details and time schedules

FOOD SERVICE WORKER, 2016 to 2017

C.N. Brown - Colebrook, NH

- Maintained a high level of efficiency in a fast paced work environment
- Worked closely with team members to consistently provide a quality product
- Maintained cleanliness and compliance with sanitation, hygienic, and safety requirements to provide a safe work environment for staff and customers
- Stored foods in designated areas in accordance with food safety procedures
- Accurately managed inventory that included organizing food and products by date and maintaining adequate supplies

WIRELESS SALES ASSOCIATE, 2015 to 2016

Wireless Advocates- Eglin AFB, FL

- Balance customer demands with Service and Sales team requests
- Consult with customers to evaluate needs and determine best appropriate solution; counsel customers on options for service and coverage
- Created and maintained spreadsheets using a balanced Excel functions and calculations to develop reports and presentations
- Conducted annual inventory counts, sales audits, inventory receiving and pullbacks
- Provided customer service and scheduled sales appointments for existing and new customers
- Processed new client applications, upgrade services, or plan change
- Activated various cellular devices such as cellphones, tablets, or mobile hotspots
- Worked as an individual or team to meet daily and monthly sales projected goals

HUMAN INTELLIGENCE COLLECTOR, 2010 to 2016

United States Army - Nashville, TN

- Provided US Military personnel with information about enemy forces, strengths, capabilities, vulnerabilities and intentions as well as potential battle areas
- Prepared administrative and intelligence reports in order to disseminate information in a timely manner
- Create products in cooperation with other intelligence entities to brief supervisors
- Maintained an Intelligence Information Report Binder that tracked every report referencing units Operating Environment
- Gathered Intelligence that led to the capture of high value targets and associated wanted personalities
- Tactically gathered information from witnesses, sources, and detainees
- Accessed security awareness in source operations
- Conducted source operations, interrogations, debriefs and screenings to fulfill intelligence requirements
- Managed and organized classified material
- Developed leadership skills by holding positions as an effective team leader less

SHIFT SUPERVISOR, 2014

Rite Aid- Franklin, NH

- Accountable for store cash and all other financial assets, reconciling cash register drawers, preparing deposits, and ordering changes from the bank
- Respond to customers concerns or complaints in a sense of urgency and efficient manner
- Controlled inventory by performing proper receiving and stocking standards including accurate cycle counting
- Managed tasks and supervised staff of 5 store associates
- Oversaw store inventory was regularly inspected in accordance with the Product Freshness Review Schedule
- Followed merchandising guidelines within seasonal departments, end caps, displays and basic inline departments to present visually appealing displays
- Cultivated a customer-focused shopping environment by greeting and responding to all customers in a friendly manner
- Processed merchandise transfers according to standard operating procedures

FIREARMS ASSOCIATE, 2013

AAFES- Fort Campbell, KY

- Ability to meet Federal requirements for handling and processing firearm transactions
- Efficiently processed multiple firearm background checks daily using traditional NICS phone in checks
- Processed legal forms, documents, and customer purchase paperwork
- Meticulously organized and filed crucial paperwork
- General management of ammunition, firearms and firearm accessories, including merchandising, pricing, inventory controls and evaluation
- Conducted daily and annual inventory as well as background checks
- Ordered, processed, and received inventory
- Demonstrated and communicated in depth knowledgeable of firearms, firearms safety, and specialized merchandise to customers

EDUCATION

LAKWOOD COLLEGE - Cleveland, OH; 2014

KUTZTOWN UNIVERSITY OF PENNSYLVANIA - Kutztown, PA; May 2011
Bachelor of Science in Criminal Justice and Psychology

TINA HOLMES

[REDACTED]
[REDACTED]
[REDACTED]

OBJECTIVE

To work in a position where I can help individuals live their best life, and work alongside people who share my passion for recovery, and personal growth.

EXPERIENCE

North Country Serenity Center

Capacity building specialist/recovery coach – June 2018-August 2018

- I was a recovery coach, working with individuals trying to initiate and sustain a path to recovery. I was a point of resource for people looking for information. I also did outreach as well and was responsible for promoting the Serenity Center and spreading the word of recovery

EDUCATION

- 2005 – Exeter Adult Education- GED
- 2009- LNA course
- 2018 -Recovery coach academy
- 2018- ethical considerations
- 2018-suicide prevention
- 2018-HIV/Aids
- 2018-TOT train the trainer

AWARDS AND ACKNOWLEDGEMENTS

- I am a person in long term recovery. I currently have 14 months abstinence .
- I have opened 2 Narcotics Anonymous meetings that I personally facilitate 2 nights of the week.
-

FRC Strength To Succeed - Key Personnel FY 19

| Name | Job Title | Salary | % | total |
|---------------|-------------------------------------|---------------|----------|--------------|
| Patti Stolte | Executive Director | \$ 65,000 | 8% | \$ 5,200 |
| Jen Buteau | Director of Family Supports | \$ 55,000 | 20% | \$ 11,000 |
| Annette Lucas | Director of Strength to Succeed | \$ 39,200 | 100% | \$ 39,200 |
| open | Strength to Succeed admin assistant | \$ 29,000 | 76% | \$ 21,895 |
| open | Intake / Referral Coordinator | \$ 33,000 | 50% | \$ 16,500 |
| Sarah Morse | Parent Partner | \$ 27,300 | 100% | \$ 27,300 |
| Lauren Scott | Parent Partner | \$ 27,300 | 100% | \$ 27,300 |
| Tina Holmes | Parent Partner | \$ 27,300 | 100% | \$ 27,300 |
| open | Parent Partner | \$ 27,285 | 100% | \$ 27,285 |
| open | Youth Prevention Specialist | \$ 36,000 | 90% | \$ 32,400 |
| open | Family Support Specialist | \$ 34,000 | 100% | \$ 34,000 |
| open | Family Support Specialist | \$ 30,000 | 50% | \$ 15,000 |
| open | Family Support Specialist | \$ 30,000 | 50% | \$ 15,000 |
| | | | | |
| | | | | \$ 299,380 |

FRC Strength To Succeed - Key Personnel FY 20

| Name | Job Title | Salary | % | total |
|---------------|-------------------------------------|---------------|----------|--------------|
| Patti Stolte | Executive Director | \$ 65,000 | 7% | \$ 4,550 |
| Jen Buteau | Director of Family Supports | \$ 55,000 | 17% | \$ 9,350 |
| Annette Lucas | Director of Strength to Succeed | \$ 40,000 | 100% | \$ 40,000 |
| open | Strength to Succeed Admin assistant | \$ 28,000 | 72% | \$ 20,020 |
| open | Intake / Referral Coordinator | \$ 37,200 | 50% | \$ 18,600 |
| Sarah Morse | Parent Partner | \$ 29,000 | 100% | \$ 29,000 |
| Lauren Scott | Parent Partner | \$ 29,000 | 100% | \$ 29,000 |
| Tina Holmes | Parent Partner | \$ 28,000 | 100% | \$ 28,000 |
| open | Parent Partner | \$ 27,000 | 100% | \$ 27,000 |
| open | Parent Partner | \$ 27,000 | 100% | \$ 27,000 |
| open | Youth Prevention Specialist | \$ 38,000 | 95% | \$ 36,100 |
| open | Family Support Specialist | \$ 34,000 | 100% | \$ 34,000 |
| open | Family Support Specialist | \$ 33,000 | 72% | \$ 23,760 |
| | | | % | |
| | | | | \$ 326,380 |

20 mac



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 11, 2018

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
April 11, 2018
Page 3 of 3

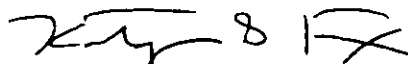
Should the Governor and Executive Council not authorize this request, children impacted by addiction issues within their family may not receive the services and targeting prevention messaging necessary to support them with current needs and to assist them with avoiding addiction issues in the future.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

Area served: Statewide.

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

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Targeted Prevention Programming for
DCYF-Involved Families

RFP-2018-BDAS-04-TARGE

RFP Name

RFP Number

Bidder Name

1. Granite Pathways
2. The Family Resource Center

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 700 | 617 |
| | 700 | 597 |
| | | |
| | | |

Reviewer Names

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

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

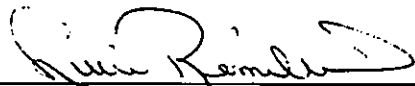
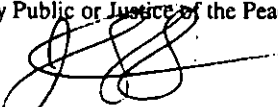


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|-----------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name The Family Resource Center at Gorham | | 1.4 Contractor Address 123 Main Street Gorham, NH 03581 | |
| 1.5 Contractor Phone Number 603-466-5190 x304 | 1.6 Account Number 05-95-92-920510-25590000-102-500731 | 1.7 Completion Date June 30, 2019 | 1.8 Price Limitation \$135,309 |
| 1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9330 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Lucie Remillard, Secretary | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cook</u> On <u>4-9-18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | <div style="border: 1px solid black; padding: 5px; text-align: center;"> JOSEPH YOUNG Notary Public, State of New Hampshire My Commission Expires August 2, 2022 </div> | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Joseph Young Notary | | | |
| 1.14 State Agency Signature  Date: <u>4/12/18</u> | | 1.15 Name and Title of State Agency Signatory Katja S. Fix, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yule-Attorney</u> <u>4/17/18</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials RR

Date 4-9-14

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

2.1. General Provisions

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

- 2.1.2.1. Reduce and mitigate childhood trauma by:



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

K.R.

4-9-18



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

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



- 2.1.13.1.1. The Nurturing Parenting Program for Families in Substance Abuse Treatment and Recovery (Nurturing Parenting Program).
 - 2.1.13.1.2. Anger Management for Substance Abuse and Mental Health Clients: Participant Workbook.
 - 2.1.13.2. Prevention messaging geared for young children regarding substance use.
 - 2.1.13.3. Addiction 101, which the Contractor shall develop with BDAS to be delivered to the program partners who are not SUD treatment providers and do not have the basic training already, including DCYF.
 - 2.1.13.4. DCYF Involvement 101, which the Contractor shall develop with DCYF to be delivered to the program partners not affiliated with DCYF to include the DCYF practice model and the tenets of Solution Based Casework.
 - 2.1.14. The Contractor shall develop pre- and post-tests for the trainings addressed in Subsection 2.1.13 and will collect and score the tests in order to determine improvement gained from the training.
 - 2.1.15. The Contractor shall utilize the "Strength to Succeed" name, when marketing or conducting business for this program.
 - 2.1.16. The Contractor shall use a Department-approved, parent-child interaction form to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.
- 2.2. DCYF Parent Partner Program (Peer Recovery Support)**
- 2.2.1. The Contractor shall collaborate with the DCYF Parent Partner Program in order to:
 - 2.2.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 2.2.1.1.1. Sending a letter to DCYF for each applicable DO to inform of the plan to hire Parent Partners.
 - 2.2.1.1.2. Developing a job description for the role.
 - 2.2.1.1.3. Determining if the DCYF Supervisor, District Office supervisor, and/or Parent Partner Program manager would like to be on the hiring committee.
 - 2.2.1.1.4. Advertising the position.
 - 2.2.1.1.5. Developing interview questions.
 - 2.2.1.1.6. Scheduling and conducting interviews.
 - 2.2.1.1.7. Selecting Parent Partners based on interviews.
 - 2.2.1.2. Develop program oversight and an integrated supervision model for Parent Partners to include, but not be limited to providing a point of



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

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

2.3. Home Visiting Programming

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



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



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

2.4. Relative Caregiver Support:

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



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

2.5. Parent and Child Substance Use Education

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

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

2.7. Data and Reporting

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



-
- 2.7.1.4. Date of enrollment in program.
 - 2.7.1.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
 - 2.7.1.6. Change in the living status of each child.
 - 2.7.1.7. Number of provider organizations providing direct services as listed in the scope of service.
 - 2.7.1.8. Number of parent partners hired and the district offices covered.
- 2.7.2. The Contractor shall collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.
- 3. Performance Measures**
- 3.1. The Contractor shall ensure that the following performance indicators are quarterly achieved and monitored monthly to measure the effectiveness of the agreement:
- 3.1.1. The Contractor shall provide evidence-based home visiting services to one hundred percent (100 %) of families referred to the program that require home visiting services as part of their treatment plan.
 - 3.1.2. The Contractor shall increase training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma informed care by three (3) trainings per calendar year and increase the knowledge of substance misuse prevention, recovery and trauma informed care among the early childhood and home visiting workforce, as demonstrated by an increase of (10%) in aggregate as measured quarterly from training pre-tests to training post-tests
 - 3.1.3. The Contractor shall ensure that eighty percent (80%) of families referred to the program receive access to treatment or interim treatment services within forty eight (48) hours of referral.
- 3.2. Quarterly, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

Exhibit A-1

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

Where to Apply

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

Exhibit A-1

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

Where to Apply

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



Methods and Conditions Precedent to Payment

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

**New Hampshire Department of Health and Human Services
Targeted Prevention Programming
for DCYF-Involved Families**

Exhibit B



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

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

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

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

| | | | | | | | | | |
|--|--------------|-------------|--------------|-------------|-------------|--------------|--------------|-------------|--------------|
| 1. Total Salary/Wages | \$ 12,500.00 | \$ 6,000.00 | \$ 17,500.00 | \$ 2,500.00 | \$ 4,000.00 | \$ 6,500.00 | \$ 10,000.00 | \$ 1,000.00 | \$ 11,000.00 |
| 2. Employee Benefits | \$ 3,028.82 | \$ 302.88 | \$ 3,329.50 | \$ 625.00 | \$ 62.50 | \$ 577.50 | \$ 2,601.82 | \$ 250.18 | \$ 2,752.00 |
| 3. Consultants | \$ 6,000.00 | \$ 600.00 | \$ 6,600.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 5,500.00 | \$ 560.00 | \$ 6,060.00 |
| 4. Equipment: | | | | | | | | | |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 1,700.00 | \$ 170.00 | \$ 1,870.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 1,200.00 | \$ 120.00 | \$ 1,320.00 |
| 5. Supplies: | | | | | | | | | |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,500.00 | \$ 150.00 | \$ 1,650.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 |
| 6. Travel | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 |
| 7. Occupancy | \$ 625.00 | \$ 62.50 | \$ 687.50 | \$ 225.00 | \$ 22.50 | \$ 247.50 | \$ 400.00 | \$ 40.00 | \$ 440.00 |
| 8. Current Expenses: | | | | | | | | | |
| Telephone | \$ 800.00 | \$ 80.00 | \$ 880.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 350.00 | \$ 35.00 | \$ 385.00 |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ - | \$ - | \$ - | \$ 250.00 | \$ 25.00 | \$ 275.00 |
| Board Expenses | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,150.00 | \$ 115.00 | \$ 1,265.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 900.00 | \$ 90.00 | \$ 990.00 |
| 11. Staff Education and Training | \$ 2,300.00 | \$ 230.00 | \$ 2,530.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ 1,300.00 | \$ 130.00 | \$ 1,430.00 |
| 12. Subcontract/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): Flex funds | \$ 700.00 | \$ 70.00 | \$ 770.00 | \$ - | \$ - | \$ - | \$ 700.00 | \$ 70.00 | \$ 770.00 |
| TOTAL | \$ 31,431.82 | \$ 6,886.18 | \$ 38,347.80 | \$ 8,850.00 | \$ 4,435.00 | \$ 11,286.00 | \$ 34,801.82 | \$ 2,480.18 | \$ 37,282.00 |
| Indirect As A Percent of Direct | | 21.6% | | | | | | | |

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

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

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

| | | | | | | | | | |
|--|---------------|--------------|---------------|--------------|-------------|--------------|--------------|-------------|---------------|
| 1. Total Salary/Wages | \$ 82,140.81 | \$ 11,614.00 | \$ 83,755.00 | \$ 8,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 74,140.81 | \$ 7,614.00 | \$ 83,755.00 |
| 2. Employee Benefits | \$ 19,786.00 | \$ 1,278.80 | \$ 14,042.80 | \$ 3,000.00 | \$ 300.00 | \$ 3,900.00 | \$ 9,786.00 | \$ 978.80 | \$ 10,742.80 |
| 3. Consultants | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,299.45 | \$ 129.95 | \$ 1,429.40 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 799.45 | \$ 79.95 | \$ 879.40 |
| 6. Travel | \$ 9,500.00 | \$ 850.00 | \$ 10,450.00 | \$ 2,000.00 | \$ 200.00 | \$ 2,200.00 | \$ 7,500.00 | \$ 750.00 | \$ 8,250.00 |
| 7. Occupancy | \$ 1,200.00 | \$ 120.00 | \$ 1,320.00 | \$ 500.00 | \$ 50.00 | \$ 550.00 | \$ 700.00 | \$ 70.00 | \$ 770.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 550.00 | \$ 55.00 | \$ 605.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 |
| Postage | \$ 88.00 | \$ 8.80 | \$ 96.80 | \$ 98.00 | \$ 9.80 | \$ 107.80 | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 | \$ - | \$ - | \$ - |
| Insurance | \$ 350.00 | \$ 35.00 | \$ 385.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 100.00 | \$ 10.00 | \$ 110.00 |
| Board Expenses | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ 100.00 | \$ 10.00 | \$ 110.00 | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 550.00 | \$ 55.00 | \$ 605.00 | \$ 250.00 | \$ 25.00 | \$ 275.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 |
| 11. Staff Education and Training | \$ 1,300.00 | \$ 130.00 | \$ 1,430.00 | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | \$ 300.00 | \$ 30.00 | \$ 330.00 |
| 12. Subcontract/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): Flex funds | \$ 2,500.00 | \$ 250.00 | \$ 2,750.00 | \$ - | \$ - | \$ - | \$ 2,500.00 | \$ 250.00 | \$ 2,750.00 |
| TOTAL | \$ 115,154.28 | \$ 14,918.44 | \$ 130,089.80 | \$ 16,748.00 | \$ 8,074.80 | \$ 21,822.80 | \$ 86,408.36 | \$ 9,840.84 | \$ 108,247.00 |
| Indirect As A Percent of Direct | | 13.0% | | | | | | | |



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

SR



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

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

3. **Extension:**

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



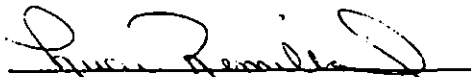
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

4-9-18
Date


Name:
Title: Secretary



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

4-9-18
Date

[Signature]
Name:
Title: Secretary

Exhibit E - Certification Regarding Lobbying

Contractor Initials DR



**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:

4-9-18
Date

[Signature]
Name:
Title:



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

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

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

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

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

Exhibit G

Contractor Initials

P.R.

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4-9-18
Date

[Signature]
Name:
Title: Secretary

Exhibit G

Contractor Initials P.R.

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4-9-18
Date

R. R. [Signature]
Name:
Title: Secretary



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

DR



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



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) 1, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

4/21/18
Date

The Family Resource Center at Gorham
Name of the Contractor

Lucie Remillard
Signature of Authorized Representative

Lucie Remillard
Name of Authorized Representative

Secretary
Title of Authorized Representative

4-9-18
Date



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

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

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

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

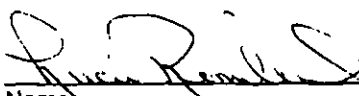
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

4-9-18
Date


Name: _____
Title: Secretary



FORM A

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

1. The DUNS number for your entity is: 01915087
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DR

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

DR



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

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

V. LOSS REPORTING

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

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

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



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

J.R.