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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

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May 17, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center (VC#177245), Concord, NH, in an amount not to exceed \$93,925 to develop and implement a Family Centered Early Supports and Service Educational Surrogate Parent Training and Certification program, with the option to renew for up to two (2) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-93-930010-78520000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, INFANT – TODDLER PROGRAM PT-C

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|--------------------------------|--------------|-----------------|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 93007852 | \$93,925 |
| | | | Total | \$93,925 |

EXPLANATION

The purpose of this request is to increase the number of volunteer Educational Surrogate Parents, who are trained, certified, and appointed by the Department, to represent the developmental interests of children with developmental delays or disabilities, when no parent, as defined in New Hampshire Administrative Rule He-M 510, can be identified or located to participate in the Family Centered Early Supports and Services process.

New Hampshire participates in the Individuals with Disabilities Education Improvement (IDEA) Act Part C Program, referred to, in New Hampshire, as Family Centered Early Supports and Services. The Family Centered Early Supports and Services program is for children ages birth through two (2) years, who have a diagnosed disability; an established condition that has a

high probability of resulting developmental delays; a developmental delay; or are at risk for a developmental delay, if supports and services are not provided.

Educational Surrogate Parents ensure the rights of the children are protected in accordance with New Hampshire Administrative Rule, He-M 510, Family-Centered Early Supports and Services and the Individuals with Disabilities Education Act (IDEA) of 2004, Part C, Infants and Toddlers with Disabilities, Subpart E, Section 303.422, Surrogate Parents.

Parental consent is required before children are able to receive an evaluation and participate in the program. Many times parental consent cannot be obtained for children involved with the Division for Children, Youth and Families (DCYF) due to an inability to contact or identify a parent. If parental consent is not obtained, infants and toddlers with developmental delays or disabilities cannot access early, vital services that enhance a child's development and prepare them for school readiness. Currently, New Hampshire's Part C Family Centered Early Supports and Services system has three (3) trained and certified volunteer Educational Surrogate Parents, a decrease from eight (8) in 2018, serving 18 infants and toddlers, whose parent(s) have not been identified or have been unable to be contacted.

The Contractor, in collaboration with the Department, will develop and implement a multi-faceted and diverse recruitment process that has statewide reach; ensuring services are available in areas of most need. The Contractor will develop and implement a training program that includes the curriculum, learning objectives, and assessment tools, which address He-M 510, the responsibilities of an Educational Surrogate Parent. The Contractor will also develop and implement certification processes and procedures that define core competencies, standards and requirements for obtaining and sustaining certification.

To ensure sustainability of the program, the Contractor will also develop and implement a Train-the-Trainer course outline for existing Family Centered Supports and Service professionals. Train-the-Trainer courses will prepare experienced Educational Surrogate Parents to conduct future trainings and to continue the certification processes for newly recruited individuals to become Educational Surrogate Parents after the end of this contract. The Educational Surrogate Parent program is available statewide.

The Department will monitor Contractor performance through the review of monthly work plan reports to ensure:

- Project deliverables are met;
- Project timelines are adhered to; and
- 85% of program participants, responding to post training evaluations, rate the training as excellent or very good.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 1, 2022 through March 15, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request; the Family-Centered Early Supports and Services program will continue to experience a decrease in the number of Educational Surrogate Parents available to infants and toddlers with developmental delays and

disabilities. Without the services in this contract, rights of children, especially those involved with DCYF, may not be protected and they will not have to access to necessary early supports and services. Lack of or delay in receiving these services results in a high probability of increasing a child's developmental delay and decreasing a child's school readiness.

Area served: Statewide

Source of Funds: 100% Federal Funds Assistance Listing Number #84.181X, FAIN #H181X210127.

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

| | | |
|---------------------------------|--|--|
| Project ID # | RFP-2023-BFCS-02-EDUCA | |
| Project Title | Educational Surrogate Parent Training for FCESS | |
| | Maximum Points Available | NH Coalition for Citizens with Disabilities dba Parent Information Center |
| Technical | | |
| Understanding of NH System (Q1) | 20 | 20 |
| Recruitment Plan (Q2) | 20 | 17 |
| Repeatable Process (Q3) | 20 | 16 |
| Evaluation (Q4) | 20 | 18 |
| Training Development (Q5) | 30 | 28 |
| Statewide Training Access (Q6) | 20 | 16 |
| Training Plan (Q7) | 30 | 25 |
| Certification Process (Q8) | 15 | 15 |
| Work Plan (Q9) | 25 | 20 |
| Subtotal - Technical | 200 | 175 |
| Cost | | |
| Budget (Appendix D) | 70 | 35 |
| Program Staff List (Appendix E) | 30 | 28 |
| Subtotal - Cost | 100 | 63 |
| TOTAL POINTS | 300 | 238 |

| Reviewer Name | Title |
|----------------------|---------------------------|
| 1 Nicole Bushaw | Part C Coordinator |
| 2 Elizabeth Sommers | Part C Program Specialist |
| 3 Susan Moore | Clinical Program Manager |
| 4 Donna Walker | Financial Manager |

Subject: Educational Surrogate Parent Training & Certification (RFP-2023-BFCS-02-EDUCA-01)

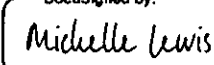
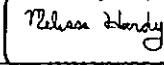
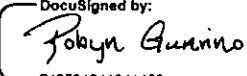
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|----------------------------------|
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center | | 1.4 Contractor Address 54 Old Suncook Road Concord, NH 03301 | |
| 1.5 Contractor Phone Number (603) 224-7005 | 1.6 Account Number 010-093-24530000-074 | 1.7 Completion Date June 30, 2023 | 1.8 Price Limitation \$93,925 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature <small>DocuSigned by:</small>  <small>7EAA26F2518B4D2...</small> | 5/16/2022 Date: | 1.12 Name and Title of Contractor Signatory Michelle Lewis Executive Director | |
| 1.13 State Agency Signature <small>DocuSigned by:</small>  <small>1323A29010DF95...</small> | 5/16/2022 Date: | 1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLSS | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  On: 5/16/2022 <small>748734044941400...</small> | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials ML
Date 5/16/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

Scope of Services

1. Statement of Work

1.1. The Contractor shall develop and implement a statewide Family Centered Early Supports and Service (FCESS) Educational Surrogate Parent (ESP) Training and Certification program:

1.1.1. To increase the number of volunteer ESPs who represent the developmental interests of infants and toddlers, aged birth through two years with developmental delays or disabilities when no parent can be identified or located.

1.1.2. In accordance with all applicable laws, statutes and rules, including, but not limited to:

1.1.2.1. New Hampshire Administrative Rule, He-M 500, Developmental Services, PART He-M 510, Family-Centered Early Supports and Services, (He-M 510).

1.1.2.2. Individuals with Disabilities Education Act (IDEA) of 2004, Part C, Infants and Toddlers with Disabilities, Subpart E, Section 303.422, Surrogate Parents (IDEA Part C).

1.2. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.3. The Contractor, in collaboration with the Department, shall establish an FCESS ESP Program that creates a pool of certified New Hampshire volunteers who:

1.3.1. Represent the developmental interests of infants and toddlers when a parent cannot be identified or located to participate in the FCESS process; and

1.3.2. Ensure the rights of children are protected throughout the FCESS process.

1.4. The Contractor shall ensure the FCESS ESP Program includes, but is not limited to:

1.4.1. Identification and recruitment of potential ESPs.

1.4.2. Training of ESP candidates.

1.4.3. Certification of individuals who successfully complete the training and fulfill the training requirements to act as educational surrogate parents.

1.5. **Recruitment**

1.5.1. The Contractor shall ensure an Outreach Coordinator supports the development and implementation of the ESP recruitment process.

1.5.2. The Contractor shall, in collaboration with the Department, develop and implement a statewide, multi-faceted, and diverse recruitment process

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

to ensure ESP services are available in areas of most need. The Contractor shall ensure the recruitment process includes, but is not limited to:

- 1.5.2.1. Identifying geographic areas in need.
- 1.5.2.2. Identifying target populations.
- 1.5.2.3. Identifying free and low-cost marketing/advertising opportunities.
- 1.5.2.4. Utilizing intentional strategies that capitalize on relationships throughout the state, which connect with local and state agencies and organizations that serve:
 - 1.5.2.4.1. Minority populations;
 - 1.5.2.4.2. Underserved populations; and
 - 1.5.2.4.3. Populations that represent cultural, linguistic, socio-economic, racial, and ethnic diversity.

1.5.3. The Contractor shall design and develop print and electronic marketing materials to recruit FCESS ESPs. The Contractor shall ensure marketing materials:

- 1.5.3.1. Are culturally sensitive and relevant;
- 1.5.3.2. Reflect unique characteristics and motivations of a variety of populations;
- 1.5.3.3. Are developed in collaboration with the Department and identified stakeholders;
- 1.5.3.4. Include electronic ads and social media messages;
- 1.5.3.5. Include a recruitment PowerPoint presentation and script; and
- 1.5.3.6. Are approved by the Department prior to distribution.

1.5.4. The Contractor shall, in collaboration with the Department, develop a social media recruitment campaign.

1.5.5. The Contractor shall distribute recruitment material, to identified populations and networks, using Constant Contact, an electronic newsletter software.

1.6. Training

1.6.1. The Contractor shall develop an FCESS ESP training program that includes, but is not limited to collaborating with the Department to determine:

- 1.6.1.1. Target audience.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

- 1.6.1.2. Intended learning outcomes.
- 1.6.1.3. Learning objectives based on:
 - 1.6.1.3.1. Knowledge;
 - 1.6.1.3.2. Skills;
 - 1.6.1.3.3. Abilities; and
 - 1.6.1.3.4. Attitudes.
- 1.6.1.4. Course curriculum that address activities related to:
 - 1.6.1.4.1. NH Administrative Rule He-M 510;
 - 1.6.1.4.2. The responsibilities of an ESP acting as a child's parent in decisions related to FCESS education; and
 - 1.6.1.4.3. Responsibilities of an ESP to participate as a team member in matters related to FCESS education.
- 1.6.1.5. Course outlines including, but not limited to:
 - 1.6.1.5.1. Length of program.
 - 1.6.1.5.2. Frequency and length of sessions.
 - 1.6.1.5.3. Modality.
- 1.6.1.6. Assessment tools, including, but not limited to:
 - 1.6.1.6.1. Pre-test.
 - 1.6.1.6.2. Post-test.
- 1.6.2. The Contractor shall develop asynchronous and synchronous ESP training materials for Department approval. The Contractor shall ensure training materials are available electronically and in paper form, and include, but are not limited to:
 - 1.6.2.1. Presenter training manuals.
 - 1.6.2.2. Participant training manuals.
 - 1.6.2.3. Compilation of relevant resources.
- 1.6.3. The Contractor shall develop a Train-the-Trainer process for individuals identified by the Department to become approved FCESS ESP Trainers. The Contractor shall:
 - 1.6.3.1. Develop the Train-the-Trainer course outline.
 - 1.6.3.2. Create scripts and related presenter support materials.
 - 1.6.3.3. Develop activities to support trainers in demonstrating application of adult learning principles in action.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

- 1.6.3.4. Develop ESP Trainer Manual in both print and electronic form.
- 1.6.4. The Contractor shall conduct a minimum of one (1) in-person Train-the-Trainer session for individuals identified by the Department in order to train ESP trainers to present and provide ESP training to future ESP recruits.
- 1.6.5. The Contractor shall develop ESP training evaluation criteria and processes to meet training outcomes and learning objectives.
- 1.6.6. The Contractor shall conduct formative evaluations of participants' experiences to identify opportunities for improvement of the program and program materials.
- 1.6.7. The Contractor shall co-facilitate a minimum of one (1) ESP training session either in-person or virtually with a Train-the-Trainer trained individual selected by the Department, prior to June 30, 2023.
- 1.7. Certification
 - 1.7.1. The Contractor shall, in collaboration with the Department, develop processes and procedures for FCESS ESP certification, which include, but are not limited to:
 - 1.7.1.1. Core competencies and related rubrics.
 - 1.7.1.2. Minimum requirements to obtain ESP certification.
 - 1.7.1.3. Process for obtaining certification.
 - 1.7.1.4. Re-certification standards and requirements.
 - 1.7.2. The Contractor shall develop an FCESS ESP Certification Standards and Process Manual, based on the criteria identified above, as approved by the Department prior to implementation.
 - 1.7.3. The Contractor shall support the Department to implement the certification process of volunteers who successfully complete the training and training requirements.
- 1.8. The Contractor shall collaborate with the Department to develop a tool for on-going documentation of successfully recruited FCESS ESPs, including, but not limited to:
 - 1.8.1. Full name.
 - 1.8.2. Phone number.
 - 1.8.3. Email address.
 - 1.8.4. Town, County, and/or Region availability.
 - 1.8.5. Date of initial contact.
 - 1.8.6. Date of completed ESP training, if applicable.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

- 1.8.7. Date of ESP certification, if applicable.
- 1.8.8. Date and type of required ESP recertification activities, if applicable.
- 1.9. The Contractor shall submit a final work plan to the Department for approval, no later than 10 days following Contract Effective date. The Contractor shall ensure changes to the work plan are submitted to and approved by the Department prior to implementation.
- 1.10. The Contractor shall participate in monthly meetings with the Department to ensure compliance with contractual requirements and to review and revise the work plan as necessary.
- 1.11. Reporting
 - 1.11.1. The Contractor shall submit monthly work plan summary updates and engage in monthly update meetings with the Department to review issues, that include, but are not limited to:
 - 1.11.1.1. Progress towards milestones.
 - 1.11.1.2. Barriers experienced and foreseen, including mitigations strategies.
 - 1.11.1.3. Approved work plan updates.
 - 1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Performance Measures
 - 1.12.1. The Department will monitor Contractor performance through the review of monthly work plan reports to ensure project deliverables and timelines are being met.
 - 1.12.2. The Contractor shall ensure 85% of ESP training participants who respond to post training evaluations, rate training as excellent or very good.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

- 3.3.2. All materials produced or purchased under the Agreement shall have

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.3.6. Training manuals.

3.3.3.7. Recruitment materials.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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.

4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT B**

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.

**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Individuals with Disabilities Education Act/American Rescue Plan Act of 2021(ARP), as awarded on July 01, 2021, by the U.S. Department of Education, CFDA 84.181X, FAIN H181X210127.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, SFY23 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses in order to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to BFCSinvoices@dhhs.nh.gov or mailed to:

Financial Eligibility Technician
Bureau for Family Centered Services
Department of Health and Human Services
129 Pleasant Street, Thayer Building
Concord, NH 03301

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Educational Surrogate Parent Training & Certification
EXHIBIT C**

5. The Department shall make payment to the Contractor within 30 days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the Department no later than 40 days after the date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
11. Audits
 - 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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**New Hampshire Department of Health and Human Services
Educational Surrogate Parent Training & Certification
EXHIBIT C**

year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. 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.

| New Hampshire Department of Health and Human Services Complete one budget form for each budget period. The New Hampshire Coalition for Citizens with Disabilities, Inc., Contractor Name: <u>d/b/a Parent Information Center</u> Budget Request for: <u>Educational Surrogate Parent Training & Certification</u> Budget Period: <u>July 1, 2022 through June 30, 2023 SFY2023</u> Indirect Cost Rate (if applicable): <u>18.00%</u> | |
|---|--------------------------------|
| Line Item | Program Cost - Funded by, DHHS |
| 1. Salary & Wages | \$58,500 |
| 2. Fringe Benefits | \$10,187 |
| 3. Consultants | \$0 |
| 4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i> | \$0 |
| 5.(a) Supplies - Educational | \$0 |
| 5.(b) Supplies - Lab | \$0 |
| 5.(c) Supplies - Pharmacy | \$0 |
| 5.(d) Supplies - Medical | \$0 |
| 5.(e) Supplies Office | \$750 |
| 6. Travel | \$500 |
| 7. Software | \$0 |
| 8. (a) Other - Marketing/Communications | \$6,000 |
| 8. (b) Other - Education and Training | \$0 |
| 8. (c) Other - Other (specify below) | |
| Postage and Shipping | \$250 |
| Photocopying/Printing | \$1,500 |
| Rent | \$1,911 |
| Other (please specify) | \$0 |
| 9. Subrecipient Contracts | \$0 |
| Total Direct Costs | \$79,598 |
| Total Indirect Costs | \$14,327 |
| TOTAL | \$93,925 |



5/16/2022



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

Vendor Initials ML
Date 5/16/2022



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.

Vendor Name:

5/16/2022

Date

DocuSigned by:

 Name: Michelle Lewis
 Title: Executive Director

Vendor Initials 
 Date 5/16/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

5/16/2022

Date

DocuSigned by:

Michelle Lewis

Name: Michelle Lewis

Title: Executive Director

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Vendor Initials

Date 5/16/2022



New Hampshire Department of Health and Human Services
Exhibit F

**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

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

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

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

PRIMARY COVERED TRANSACTIONS


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


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/16/2022
Date

DocuSigned by:

 Name: Michelle Lewis
 Title: Executive Director

Contractor Initials 
 Date 5/16/2022



New Hampshire Department of Health and Human Services
Exhibit G

**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 MS

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:

5/16/2022

Date

DocuSigned by:

Michelle Lewis

Name: Michelle Lewis

Title: Executive Director

Exhibit G

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

Contractor Initials

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ML



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/16/2022

Date

DocuSigned by:

Michelle Lewis

Name: Michelle Lewis

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Date 5/16/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

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

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Date 5/16/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 5/16/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

NH Coalition for Citizens with Disabilities

The State by:

Name of the Contractor

Melissa Hardy

Michelle Lewis

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Michelle Lewis

Name of Authorized Representative
Director, DLTS

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

5/16/2022

5/16/2022

Date

Date

Contractor Initials *ML*

Date 5/16/2022



New Hampshire Department of Health and Human Services
Exhibit J

**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: NH Coalition for Citizens with Disabilities

5/16/2022

Date

DocuSigned by:

Michelle Lewis

Name: Michelle Lewis

Title: Executive Director

DS
ML

Contractor Initials

5/16/2022

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 119759876
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

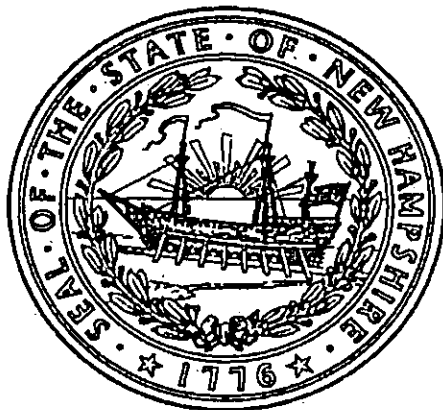
Department of State

CERTIFICATE

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

Business ID: 63839

Certificate Number: 0005771689



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

State of New Hampshire

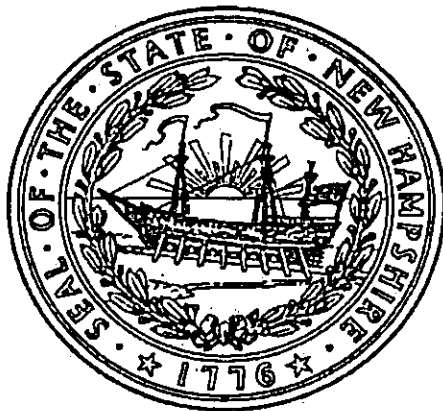
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PARENT INFORMATION CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on June 24, 2015. 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: 728248

Certificate Number: 0005777741



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dana Hill, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of NH Coalition of Citizens with Disabilities Inc. dba Parent Information Center.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 21, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michelle Lewis, Executive Director is duly authorized on behalf of NH Coalition of Citizens with Disabilities dba Parent Information Center to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 05/12/2022

Dana Hill

Signature of Elected Officer

Name: Dana Hill

Title: Co-Chair and Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2022

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

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


| | | | |
|---|--|---|--|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Heather M. Sommers, API PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com | |
| INSURED NH Coalition For Citizens With Disabilities Inc., 54 Old Suncook Rd Concord NH 03301-7317 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: AmGuard Ins Co 42390 INSURER C: Mount Vernon Fire Ins. Co. 26522 INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 22-23 All lines REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|--|
| A | <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"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | PHPK2348262 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY SCHEDULED <input checked="" type="checkbox"/> AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY | | | PHPK2348262 | 01/01/2022 | 01/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB792773 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | NHWC381999 (3a.) NH | 01/01/2022 | 01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Directors & Officers Liability | | | NDO2003251P | 01/01/2022 | 01/01/2023 | General Aggregate 1,000,000 Each Occurrence 1,000,000 Deductible per claim 500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

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



NH Coalition for Citizens with Disabilities dba Parent Information Center Mission Statement

The Parent Information Center (PIC) is a statewide family organization that provides families and youth, with a focus on children/youth with disabilities/special health care needs, and the providers who serve them, with the knowledge and support they need to make informed decisions that enhance each child's development and well-being. We achieve positive outcomes through our partnerships with families, youth, educators, organizations, and others.”



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

Financial Statements and Supplementary Information
For the Year Ended June 30, 2021

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com



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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the basic financial statements as a whole. The Schedule of Program Services is presented for purposes of additional analysis and is not a required part of the basic 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.

Report on Summarized Comparative Information

We have previously audited New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center's fiscal year 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 10, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in black ink that reads "Melanson". The signature is written in a cursive, flowing style.

Merrimack, New Hampshire
February 22, 2022

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

Statement of Financial Position
June 30, 2021
(with comparative totals as of June 30, 2020)

| | 2021 | | 2021 Total | 2020 Total |
|---|----------------------------------|-------------------------------|-------------------|-------------------|
| | Without Donor Restrictions | With Donor Restrictions | | |
| ASSETS | | | | |
| Current Assets: | | | | |
| Cash and cash equivalents | \$ 257,837 | \$ 9,620 | \$ 267,457 | \$ 286,442 |
| Grants receivable | 194,324 | - | 194,324 | 125,488 |
| Accounts receivable | 71,133 | - | 71,133 | 35,864 |
| Prepaid expenses | 13,334 | - | 13,334 | 14,861 |
| Total Current Assets | 536,628 | 9,620 | 546,248 | 462,655 |
| Property and Equipment, Net | 17,047 | - | 17,047 | 26,493 |
| TOTAL ASSETS | \$ 553,675 | \$ 9,620 | \$ 563,295 | \$ 489,148 |
| LIABILITIES AND NET ASSETS | | | | |
| Current Liabilities: | | | | |
| Accounts payable | \$ 35,284 | \$ - | \$ 35,284 | \$ 19,585 |
| Accrued payroll and related liabilities | 37,672 | - | 37,672 | 36,952 |
| Contract liabilities | 38,961 | - | 38,961 | 48,230 |
| Refundable advance | - | - | - | 3,571 |
| Total Current Liabilities | 111,917 | - | 111,917 | 108,338 |
| Net Assets: | | | | |
| Without donor restrictions: | | | | |
| Undesignated | 288,128 | - | 288,128 | 271,216 |
| Board-designated - Family Voices | 153,630 | - | 153,630 | 99,262 |
| With donor restrictions: | | | | |
| Time and purpose restricted | - | 9,620 | 9,620 | 10,332 |
| Total Net Assets | 441,758 | 9,620 | 451,378 | 380,810 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 553,675 | \$ 9,620 | \$ 563,295 | \$ 489,148 |

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

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

Statement of Activities
For the Year Ended June 30, 2021
(with comparative totals for the year ended June 30, 2020)

| | 2021 | | 2021 Total | 2020 Total |
|---------------------------------------|----------------------------------|-------------------------------|---------------|---------------|
| | Without Donor Restrictions | With Donor Restrictions | | |
| SUPPORT AND REVENUE | | | | |
| Support: | | | | |
| Government grants | \$ 787,185 | \$ - | \$ 787,185 | \$ 734,427 |
| Contributions | 54,995 | - | 54,995 | 36,541 |
| In-kind contributions (office space) | 3,251 | - | 3,251 | 19,200 |
| Revenue: | | | | |
| Program service fees | 235,842 | - | 235,842 | 184,247 |
| Conferences and workshops | 15,106 | - | 15,106 | 29,901 |
| Interest income | 18 | - | 18 | 141 |
| Miscellaneous | 601 | - | 601 | 1,200 |
| Net Assets Released From Restrictions | 712 | (712) | - | - |
| Total Support and Revenue | 1,097,710 | (712) | 1,096,998 | 1,005,657 |
| EXPENSES | | | | |
| Program services | 868,795 | - | 868,795 | 844,128 |
| General and administration | 153,158 | - | 153,158 | 139,534 |
| Fundraising | 4,477 | - | 4,477 | 7,557 |
| Total Expenses | 1,026,430 | - | 1,026,430 | 991,219 |
| Change in Net Assets | 71,280 | (712) | 70,568 | 14,438 |
| Net Assets, Beginning of Year | 370,478 | 10,332 | 380,810 | 366,372 |
| Net Assets, End of Year | \$ 441,758 | \$ 9,620 | \$ 451,378 | \$ 380,810 |

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

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

Statement of Functional Expenses
For the Year Ended June 30, 2021
(with comparative totals for the year ended June 30, 2020)

| | 2021 | | | 2021 <u>Total</u> | 2020 <u>Total</u> |
|-------------------------------------|-----------------------------|---------------------------------------|--------------------|----------------------|----------------------|
| | <u>Program Services</u> | <u>General and Administration</u> | <u>Fundraising</u> | | |
| Personnel expense: | | | | | |
| Salary and wages | \$ 548,449 | \$ 71,864 | \$ 590 | \$ 620,903 | \$ 561,358 |
| Benefits | 43,388 | 4,687 | 76 | 48,151 | 52,061 |
| Payroll taxes | 43,261 | 5,813 | 46 | 49,120 | 43,122 |
| Professional services | - | 18,468 | - | 18,468 | 16,961 |
| Contracted services | 143,531 | - | - | 143,531 | 126,945 |
| Office | 6,543 | 305 | - | 6,848 | 14,797 |
| Information technology | 12,162 | 9,705 | - | 21,867 | 17,583 |
| Occupancy | 17,745 | 31,351 | 3,500 | 52,596 | 69,482 |
| Travel | - | 11 | 50 | 61 | 13,307 |
| Conferences and seminars | 461 | - | - | 461 | - |
| Depreciation | 12,427 | - | - | 12,427 | 12,741 |
| Insurance | - | 5,180 | - | 5,180 | 5,575 |
| Other expenses | 20,478 | 804 | 175 | 21,457 | 9,553 |
| Program expenses | 7,013 | - | - | 7,013 | 7,248 |
| Workshop expenses | 3,931 | - | 40 | 3,971 | 31,124 |
| Printing and reproduction | 3,410 | 1,046 | - | 4,456 | 3,433 |
| Equipment, repairs, and maintenance | 2,367 | 3,924 | - | 6,291 | 5,829 |
| Training | 3,629 | - | - | 3,629 | 100 |
| Total | \$ 868,795 | \$ 153,158 | \$ 4,477 | \$ 1,026,430 | \$ 991,219 |

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

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

Statement of Cash Flows
For the Year Ended June 30, 2021
(with comparative totals for the year ended June 30, 2020)

| | <u>2021</u> | <u>2020</u> |
|---|--------------------------|--------------------------|
| Cash Flows From Operating Activities: | | |
| Change in net assets | \$ 70,568 | \$ 14,438 |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities: | | |
| Depreciation | 12,427 | 12,741 |
| Changes in operating assets and liabilities: | | |
| Grants receivable | (68,836) | 8,227 |
| Accounts receivable | (35,269) | 10,388 |
| Prepaid expenses | 1,527 | (3,078) |
| Accounts payable | 15,699 | (14,498) |
| Accrued payroll and related liabilities | 720 | 1,617 |
| Contract liabilities | (9,269) | 45,730 |
| Refundable advance | <u>(3,571)</u> | <u>3,571</u> |
| Net Cash Provided (Used) By Operating Activities | (16,004) | 79,136 |
| Cash Flows From Investing Activities: | | |
| Purchase of property and equipment | <u>(2,981)</u> | <u>-</u> |
| Net Cash Used By Investing Activities | <u>(2,981)</u> | <u>-</u> |
| Net Change in Cash and Cash Equivalents | (18,985) | 79,136 |
| Cash and Cash Equivalents, Beginning of Year | <u>286,442</u> | <u>207,306</u> |
| Cash and Cash Equivalents, End of Year | \$ <u>267,457</u> | \$ <u>286,442</u> |

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

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

Notes to Financial Statements
For the Year Ended June 30, 2021

1. Organization

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

New Hampshire Family Voices (FV)

This project is funded primarily through the State of New Hampshire, Department of Health and Human Services Bureau of Special Medical Services, to provide assistance to families and professionals through direct contact (telephone, e-mail, and in person), publication development and dissemination, workshops, website, and trainings.

Parent Training and Information Center (PTI)

This project is funded by the United States Department of Education, Office of Special Education Programs, to provide information, referral, training, and support to parents of children with disabilities.

iSocial

This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education to support NH's Pyramid Model implementation, scale-up and sustainability efforts with the goal of improving social-emotional outcomes for young children. The program builds capacity to implement process coaching of local iSocial leadership teams, including embedding family engagement strategies within the selected communities and sites.

Other Programs

Race 2K

This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education to provide information, support, and technical assistance to school districts and others, including families to improve outcomes for preschool children with disabilities and their families.

Family to Family (F2F)

This project is funded by the United States Department of Education Health Resources and Services Administration (HRSA) to provide information, education, training, outreach, and peer support to families of children and youth with special healthcare needs and the professionals who serve them.

Medical Home Initiative

This project is funded through the State of New Hampshire, Department of Health and Human Services, Bureau of Special Medical Services to support primary care practices in the development of family advisory councils. New Hampshire Family Voices staff work closely with a practice to develop and launch their council, providing guidance in the creation of policies for the councils, conducting outreach, and new member orientation.

Prevention Makes Cents (PMC)

This program is funded by a variety of contracts to provide school-based child assault prevention programs for preschool and elementary-aged children as well as multi-week parenting programs and topic-related workshops for parents and professionals.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Accounts Receivable

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectible receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent

collections. Receivables are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 10 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2021 or 2020.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated from net assets without restrictions, net assets for New Hampshire Family Voices.

Net Assets With Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenues from program services are recognized when the performance obligation of providing the services are met. The performance obligation of training support and coaching, activity planning, and student support, is simultaneously received and consumed by the participants; therefore, the revenue is recognized when the service

occurs. Upon receipt of a prepayment from a participant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer services in the future.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position. Grant revenue from contributions that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, is reported as net assets without donor restrictions.

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been met.

Revenue from conferences and workshops is recognized when the performance obligation of providing the services is met. The performance obligation of delivering conferences and workshops is simultaneously received and consumed by the registrants; therefore, the revenue is recognized when the conference or workshop occurs. Upon receipt of a prepayment from a registrant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to provide the conference or workshop in the future.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as an expense when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. The amount has been confirmed with the Bureau of Facilities and Asset Management from the State of New Hampshire. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expense are attributable to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. Personnel expenses, including salaries and wages, employee benefits, and payroll taxes, are allocated based on actual time and effort. Occupancy expenses are allocated based on the amount of square footage utilized by each function in the office building. Printing and reproduction costs are directly charged if identifiable to a specific function or allocated based on the number of copies made or postage used each month. Information technology costs are directly charged if identifiable with a specific function or allocated based on the amounts that are included in each grant-approved budget.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2021 and 2020, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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.

Financial Instruments and Credit Risk

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

Fair Value Measurements and Disclosures

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

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or

utilities; materials and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for the Organization for the year ending June 30, 2022. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, are comprised of the following at June 30, 2021 and 2020:

| | <u>2021</u> | <u>2020</u> |
|--|-------------------|-------------------|
| Financial assets at year-end: | | |
| Cash and cash equivalents | \$ 267,457 | \$ 286,442 |
| Grants receivable | 194,324 | 125,488 |
| Accounts receivable | <u>71,133</u> | <u>35,864</u> |
| Total financial assets | 532,914 | 447,794 |
| Less amounts not available to be used within one year: | | |
| Board-designated net assets for Family Voices not likely to be expended in less than one year | (153,630) | (99,262) |
| Net assets with donor restrictions - purpose restrictions not expected to be met in less than one year | <u>(9,620)</u> | <u>(10,332)</u> |
| Financial assets available within one year | 369,664 | 338,200 |
| Additional liquidity resources: | | |
| Bank line of credit | <u>50,000</u> | <u>50,000</u> |
| Total financial assets and liquidity resources available within one year | \$ <u>419,664</u> | \$ <u>388,200</u> |

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Property and Equipment

Property and equipment is comprised of the following at June 30, 2021 and 2020:

| | <u>2021</u> | <u>2020</u> |
|------------------------------------|------------------|------------------|
| Furniture, fixtures, and equipment | \$ 101,690 | \$ 98,709 |
| Leasehold improvements | <u>872</u> | <u>872</u> |
| Subtotal | 102,562 | 99,581 |
| Less accumulated depreciation | <u>(85,515)</u> | <u>(73,088)</u> |
| Total | \$ <u>17,047</u> | \$ <u>26,493</u> |

Depreciation expense totaled \$12,427 and \$12,741, for the years ended June 30, 2021 and 2020, respectively.

5. Line of Credit

The Organization has a \$50,000 revolving line of credit available, secured by all assets. Borrowings under the line bear interest at a rate based on the Wall Street Journal Prime Rate plus 1.75%, adjusted daily. Interest only payments are required monthly with the principal payable on demand. The line was not utilized in fiscal years 2021 and 2020. At June 30, 2021 and 2020, the entire amount was available.

6. Contract Liabilities

Upon receipt of a prepayment from a participant or registrant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer services in the future. At June 30, 2021 and 2020, the Organization has recorded contract liabilities of \$38,961 and \$48,230, respectively, which the Organization expects to recognize as revenue in the next fiscal year, when the services are provided and, therefore, satisfies its performance obligation to the participants or registrants.

7. Refundable Advances

The Organization receives grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenditures. Amounts received prior to incurring qualifying expenditures are reported as refundable advances. At June 30, 2021 and 2020, \$0 and \$3,571, respectively, are reflected as refundable advances.

8. Grants

The Organization has been awarded cost-reimbursable grants of \$170,058 that have not been recognized at June 30, 2021 because qualifying expenditures have not yet been incurred.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

9. Net Assets

Board-Designated Net Assets

Net assets without donor restrictions include board-designated net assets relating to the funds held on behalf of New Hampshire Family Voices as part of the Organization's fiscal sponsorship agreement (see note 13). Board-designated net assets at June 30, 2021 and 2020 totaled \$153,630 and \$99,262, respectively.

Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes at June 30, 2021 and 2020:

| | <u>2021</u> | <u>2020</u> |
|---|-----------------|------------------|
| Support children with physical and cognitive disabilities | \$ 5,000 | \$ 5,000 |
| PMC - Prevention Makes Cents | 3,305 | 3,305 |
| Other | <u>1,315</u> | <u>2,027</u> |
| Total | <u>\$ 9,620</u> | <u>\$ 10,332</u> |

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time and totaled \$712 and \$1,333, for the years ending June 30, 2021 and 2020, respectively.

10. Retirement Plan

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers all employees of the Organization. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. The Organization is not required to make matching employer contributions. The Organization did not make any employer contributions to the plan for the fiscal years ended June 30, 2021 and 2020, respectively.

11. Operating Leases

The Organization leases office space under the terms of a non-cancellable lease agreement that originally expired in August 2019. In September 2019, the Organization extended the lease for three years and has the option to extend the lease for an additional three-year term. Rent expense under this agreement, which is included in occupancy costs in the Statement of Functional Expenses, totaled \$38,100 and \$37,800 for the years ended June 30, 2021 and 2020, respectively.

Future minimum lease payments on the above lease are as follows:

| <u>Fiscal Year</u> | <u>Amount</u> |
|--------------------|------------------|
| 2022 | \$ 39,600 |
| 2023 | <u>6,600</u> |
| Total | <u>\$ 46,200</u> |

12. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2021 and 2020, funding from State of New Hampshire accounted for 20% and 21%, respectively, of total revenues and 52% and 51%, respectively, of total receivables. During the years ended June 30, 2021 and 2020, funding from the United States Department of Education accounted for 36% and 39%, respectively, of total revenues and 11% and 20%, respectively, of total receivables. During the years ended June 30, 2021 and 2020, funding from the University of New Hampshire accounted for 16% and 14%, respectively, of total revenues and 23% and 18%, respectively, of total receivables. During the years ended June 30, 2021 and 2020, funding from the United States Department of Health and Human Services accounted for 14% and 12%, respectively, of total revenues and 9% and 5%, respectively, of total receivables.

13. Fiscal Sponsorships

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

14. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those served by the Organization,

fundings, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

15. Subsequent Events

Subsequent events have been evaluated through February 22, 2022, which is the date the financial statements were available to be issued.

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

Supplementary Information
Schedule of Program Services
For the Year Ended June 30, 2021

| | <u>FY</u> | <u>PTI</u> | <u>Social</u> | <u>Other</u> | <u>Total</u> |
|--------------------------------------|------------------|----------------|----------------|------------------|------------------|
| SUPPORT AND REVENUE | | | | | |
| Support: | | | | | |
| Government grants | \$ 305,589 | \$ 184,772 | \$ 204,097 | \$ 92,727 | \$ 787,185 |
| Contributions | 3,110 | - | - | 20 | 3,130 |
| In-kind contributions (office space) | 3,251 | - | - | - | 3,251 |
| Revenue: | | | | | |
| Program service fees | 97,640 | - | - | 138,202 | 235,842 |
| Conferences and workshops | - | - | - | 15,106 | 15,106 |
| Interest income | <u>10</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>10</u> |
| Total Support and Revenue | 409,600 | 184,772 | 204,097 | 246,055 | 1,044,524 |
| EXPENSES | | | | | |
| Personnel expense: | | | | | |
| Salaries and wages | 220,190 | 132,269 | 71,466 | 124,524 | 548,449 |
| Benefits | 31,324 | 2,505 | 4,374 | 5,185 | 43,388 |
| Payroll taxes | 17,529 | 10,486 | 5,547 | 9,699 | 43,261 |
| Contracted services | 3,395 | 6,300 | 99,862 | 33,974 | 143,531 |
| Office | 5,054 | 117 | 836 | 536 | 6,543 |
| Information technology | 5,471 | 1,685 | 1,456 | 3,550 | 12,162 |
| Occupancy | 3,251 | 7,894 | 3,109 | 3,491 | 17,745 |
| Conferences and seminars | 112 | - | - | 349 | 461 |
| Depreciation | 11,925 | - | 145 | 357 | 12,427 |
| Other expenses | 15,578 | - | - | 4,900 | 20,478 |
| Program expenses | 7,013 | - | - | - | 7,013 |
| Workshop expenses | 169 | 50 | - | 3,712 | 3,931 |
| Printing and reproduction | 1,581 | 74 | 1,725 | 30 | 3,410 |
| Equipment, repairs, and maintenance | - | 1,760 | - | 607 | 2,367 |
| Training | <u>3,629</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>3,629</u> |
| Total direct expenses | 326,221 | 163,140 | 188,520 | 190,914 | 868,795 |
| Indirect expenses | <u>44,819</u> | <u>20,822</u> | <u>14,913</u> | <u>6,958</u> | <u>87,512</u> |
| Total expenses | 371,040 | 183,962 | 203,433 | 197,872 | 956,307 |
| Net Program Income | \$ 38,560 | \$ 810 | \$ 664 | \$ 48,183 | \$ 88,217 |

See Independent Auditors' Report.

Parent Information Center
Board of Directors May 2022

The board serves without compensation.

Jocelyn Charles
Board Co-Chair
Member since 2014

Dana Hill
Board Co-Chair and Secretary
Family Representative
Member since 2014

Sandra E. Fay
Board Treasurer
Accountant
Member since 2012

Trisha Swonger
Family Representative
Member since 2017

Sreenivasu Odugu
Family Representative
Member since 2015

Michele Watson
NAMI NH Family Network Coordinator and
Family Representative
Member since 2021

Tara MacDonald
Out of District Coordinator Nashua School
District and Family Representative
Member since 2021

Misty Martinez-Bohannon
Family Representative
Member since 2021

Michelle L. Lewis

EMPLOYMENT

August 2002-present

NH Parent Information Center, Concord, NH

- Executive Director, January 2013-present
- Race2K Project Director, August 2005-present
- PTI Project Director, December 2007-present
- iSocial Project Director, August 2019-present
- DaSy Family Engagement Consultant, December 2019-present
- NCSI Co-Lead CSLC, September 2015-October 2019
- PTAN Consultant, August 2009-June 20018
- Interim Executive Director, July 2012-January 2013
- PIRC Project Director, August 2002-October 2003

07/00-06/02

Treatment Foster Care Worker, Family Works, Inc., Madison, Wisconsin

10/96-07/00

Youth Offender Response Team Worker, Larimer County Department of Human Services, Fort Collins, Colorado

DEGREE

May 2009

Plymouth State University, M.Ed. School Counseling

1996

University of Maine at Farmington, Bachelor of Science in Rehabilitation Services

PROFESSIONAL CAPABILITIES

Leadership

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

State and National Presentations

- Co-developed and virtually presented *The Family Connection: AT, AEM, and IEPs* with the NH DOE at NH's Assistive Technology Summit May 2020
- Co-developed Pyramid Model Readiness Trainings with the Pyramid Model Consortium 2017-2018
- Co-Lead iSocial Learning Collaborative Meetings 2016-2018
- Co-Lead the National Center for Systemic Improvement's Cross State Learning Collaborative on Improving Family Outcomes Practices
- On-going, engaging dynamic presenter at *Welcome to Family-Centered Early Supports and Services*, a two-day training all early intervention service coordinators must attend
- Co-presented with NH Department of Education at the IDEA Leadership Conference on *Beyond the Data-Increasing Parent Engagement and Developing Partnerships in Action* in 2013
- Co-presented with NH's Part C Coordinator at the IDEA Leadership Conference on the Effective Collaboration between Parent Centers and Early Childhood Part C Agencies in 2011
- Highlighted NH's work by presenting *Engaging Families in NH's Part C Child and Family Outcomes System* in August 2008 at the Early Childhood Outcomes National Conference

- Assisted other states in developing outcomes systems by presenting *at Engaging All Stakeholders: NH's Early Childhood Outcomes System* in December 2005 at the National Early Childhood Technical Assistance Center Annual Conference
- Develop and present early childhood transition workshops and other special education workshops
- Develop and present workshops on building strong family/school partnerships

Communication Skills

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

Project Development

- Designed and coordinated multiple projects, expanding and enhancing the work of PIC
- Oversaw the development of *Let's Read Together* video for families
- Coordinated the development of *Talk with Me, Read with Me, Sing with Me*; a multi-stakeholder production in which PIC was the main partner
- Streamlined the early transition interagency agreement process, making NH one of the leading states in the area of early childhood transitions
- Developed multi-stakeholder advisory board to advise the work of the early transitions project
- Envisioned and successfully secured multiple grants through grant writing
- Through successful collaboration with evaluators, created data collection tools to assess program effectiveness

Systems Change and Policy Development

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

State and National Boards/Workgroups/Teams

- Pyramid Model State Leadership Team
- iSocial State Leadership Team
- Interagency Coordinating Committee (ICC)
- NH Results-Based Accountability (RBA) Cross-State Learning Collaborative Team Member
- NH 619 Accountability Cohort Team Member

JENNIFER CUNHA

EDUCATION

Bachelor of Science in Special Education, Minor in Sociology
Lesley College, Cambridge, MA, 1996

PROFESSIONAL EXPERIENCE

THE PARENT INFORMATION CENTER, Concord, NH

2002 to Present

Master Process Coach iSocial

- Assist Site and Community Pyramid Model Implementation Leadership Teams to develop the necessary infrastructure to implement the Pyramid Model Framework
- Develop state-wide resources, training materials and processes and other supports to assist Community and Site Leadership Teams in building capacity for implementation
- Provide coaching to External Process Coaches
- Develop and implement Local Process Coach training program

Project Coordinator Race2K

- Provide training and technical assistance to various stakeholders regarding the transition from early intervention to preschool special education
- Assist the Department of Education in reviewing and verifying data in relation to early childhood transitions (Indicator 12) and Preschool Environments (Indicator 6)
- Assist school districts in development and implementation corrective action plans in relation to early childhood transitions
- Assist school districts in developing and implementing plans to ensure that preschool children with disabilities have access to the continuum of placements, including Regular Early Childhood Environments
- Facilitate and provide follow up technical assistance in the development and implementation of Interagency Agreements between Early Supports and Services programs and preschool special education

Project Director, NH Connections

- Assist the NH Department of Education's priorities related to family-school partnerships in special education, specifically focused on Indicator 8 of the State Performance Plan
- Provide program over site and supervision to Facilitators
- Development and implementation statewide and individual plans to increase the capacity of schools/school district staff and families of children with disabilities to increase family-school partnerships in special education

Facilitator, Volunteer Advocates for Special Education Training Program, Parent Information Center on Special Education

- Coordinate participants, presenters and materials for two 11 week, 44 hour training programs
- Provide weekly facilitation of sessions and activities
- Provide support to participants in utilizing the information to support other parents in the special education process and serve as a link to PIC

Parent Trainer, Information and Resource Specialist, Parent Information Center on Special Education

- Conduct workshops on variety of topics related to special education for parents, educators, service and agency personnel and youth with and without disabilities
- Responds to parent, educator and other's questions and provides information and resources related to rights and responsibilities in the special education and early intervention processes

under IDEA 2004, NH Rules for the Education of Children with Disabilities, The Americans With Disabilities Act, and Section 504 of the Rehabilitation Act

- Responsible for development and implementation of curriculum and materials for parents, youth with disabilities, school and agency personnel related to the secondary transition process
- Developer and Co-presenter of a training series on the secondary transition process for parents, youth with disabilities, school and agency personnel

NOT YOUR AVERAGE JOE'S, Methuen, MA

2001 to 2002

Manager

- Managed daily operations, front house staffing and hiring, scheduling and bar inventory

SHORTY'S MANAGEMENT GROUP, Bedford and Manchester, NH; Amesbury, MA 2000 to 2001

Manager

- Managed daily operations, staffing and hiring, and scheduling

LUI LUI, Nashua, NH

1999 to 2001

Manager

- Managed daily operations, staffing and hiring, scheduling, hourly employee payroll, inventory and purchasing

NEW ENGLAND RESTAURANT COMPANY,

DBA ON THE BORDER MEXICAN CAFÉ, Tyngsboro and Woburn, MA

1996 to 1999

Key Hourly

- Performed management duties and provided leadership
- Managed daily deposits, invoicing and back office operations
- Directed corporate training of new employees, and managed staff development

Bookkeeper (Corporate Office)

- Managed payroll processing, accounts payable, account research, and acted as liaison between managers and corporate office

LESLEY COLLEGE CENTER FOR READING RECOVERY, Cambridge, MA

1992 to 1996

Research Assistant

- Coordinated two conference committees
- Performed reading assessments specific to Reading Recovery
- Collected research data in the field of early literacy
- Performed general office duties

NASHUA CENTER FOR THE MULTIPLY HANDICAPPED, Nashua, NH

1995

Community Liaison

- Served as residential aide for two adult women with developmental disabilities
- Managed personal care, community inclusion, data collection and skill development

Education

NH Technical College Berlin
AS Management 2000

NH Lyndon State College Lyndonville, VT
BS Business Administration 2002
Minor in Marketing & Applied Group Leadership

University of NH LEND
Trainee August 2011-May 2012 Graduate Certificate Family Discipline

University of Hawaii LEND
Trainee September 2020 – November 2020 Graduate Certificate – Telehealth

Experience**Project Coordinator NH Family Voices December 2013 – Present**

Project Coordinator on the ASD State Planning Grant and as a liaison to the NH Council on Autism Spectrum Disorder. December 2013- February 2017. Worked with the NH Council on ASD workgroups comprised of various stakeholders across the state to complete a needs assessment and state plan. Worked with stakeholders using consensus decision model to move the process forward through completion. Worked with the core stakeholder group including NH Family Voices, Special Medical Services, Child Health Services, UNH LEND, NH ASD Council and Child Health Services to lead this process. Completed multiple family and professional forums, including formulating questions, facilitation, note taking, and analysis of the forums. Assisted stakeholder workgroup in reviewing and understanding data, both qualitative and quantitative. Completed Key Informant forums with medical professionals, mental health providers and other professionals. Completed the NH Statewide Autism Spectrum Disorders (ASD) Needs Assessment 2014; Growing Supports and Services for Autism and other Related Developmental Disabilities NH State Plan 2016; State Action Plan Workbook (2017).

- Provide trainings to families and professionals regarding children with special health care needs and their families. Trainings are tailored to the requests of the groups receiving the training.
- NH Family Delegate to Association or Maternal Child Health Programs (AMCHP) and Title V Programs.
- Represent NH Family Voices as the Title V Representative on the NH Council on Developmental Disabilities. Serve as the Chair to the NHCDD Program and Planning Committee and serve on other committees as needed.
- Family Representative on the DHHS Electronic Visit Verification Advisory Council (Short term committee from January 2019 to August 2020).
- Family Support Representative on the DHHS Corrective Action Plan Stakeholder Group and member of the Communication Committee.
- WMG Stakeholder Group Co-Lead – Support the CYSHCN Systems Specialist with WMG Activities including monthly meetings and the Central Access Point Pilot Program.
- Learn the Signs Act Early Ambassador for New Hampshire
- ASQ-3 & ASQ- SE Train the Trainer.
- National MCH Workforce Development Cohort 2018 – Worked with the Center and a team from Special Medical Services and MCH on a stakeholder meeting around developmental screening and Watch Me Grow/Help Me Grow.
- Coordinated Trainings to NH's 3 MCO's in partnership with the Division of LTSS
- Provided training on Zoom Facilitation to partners as needed. Researched & provided training on various virtual options for meeting facilitation.
- Provided training on telehealth and how to support families to get connected virtually using Family Voices training

Jennifer S. Pineo

Family Engagement Facilitator Parent Information Center July 2018 – Present

Worked under the NH iSocial Grant. The goal of NH's iSocial SPDG is to improve social-emotional outcomes of infants, toddlers, and young children with disabilities (birth to age 5) through the implementation of the evidence-based Pyramid Model Framework.

- Provide Positive Solutions for Families Facilitator Training (In Person and Online)
- Collect and aggregate relevant training data.
- Provide information and resources to trained facilitators through the use of google groups, google drive, and a google calendar.
- Support trained facilitators in outreach when providing the Positive Solution for Families. Conduct training relative to family engagement.
- Support Leadership Teams to develop outreach strategies to communicate with families in the community.
- Provide training and coaching to the Community Collaborative Leadership Teams, Implementation Site Leadership Teams and Families on understanding family roles on teams and supporting participation and voice.
- Attend leadership team/sub-committee meetings to promote and support implementation of family engagement practices.
- Develop partnerships with schools, early childhood service providers, child care providers, and community organizations.
- Prepare reports on activities as required.

Preschool Development Grant – Supporting Needs Assessment Activities 2019 - Present

- Conducted focus groups across the state for the PDG with families of children under age of 8.
- Supported the development of questions and worked with the core team.
- Conducted Focus Groups and Wrote Needs Assessment for Carroll County Collaborative.

*(*Parent Information Center and NH Family Voices are under the same umbrella organization)*

Community Involvement

| | |
|--|----------------|
| Northern Human Services (NHS) Board Of Directors | 2009-2016 |
| NHS Quality Improvement and Program Committee Chair | 2009-2016 |
| NHS Family Support Advisory Council - Co-Chairperson | 2007-2016 |
| Community Bridges Board of Directors | 2016 – present |
| Community Bridges State & Family Support Council | 2017 – present |
| Childhood Cancer Lifeline Volunteer | 2015 – present |

Rebecca Mitchell-Ward

Education:

Nashua Community College

Undergraduate courses towards completing a degree in Early Childhood Education and Human Services

Rivier College

BA in Human Development with a concentration in Early Childhood Education and Special Education.

Rivier University

Courses toward a MA in Elementary Education and Special Education

University of New Hampshire

Graduate Certificate in Intellectual and Developmental Disabilities 2020

HarvardX

Leaders of Learning Online Course of Study – Certificate of Achievement 2017

The University of Queensland

Introduction to Clinical Psychology Online Course of Study– Certificate of Achievement 2017

UNH Institute on Disability/UCED's NH Leadership Series 2017 Graduate

UNH Institute on Disability/UCED/ Dartmouth Geisel School of Medicine/University of Maine's Leadership Education in Neurodevelopmental Disabilities Program (LEND) 2018 Graduate

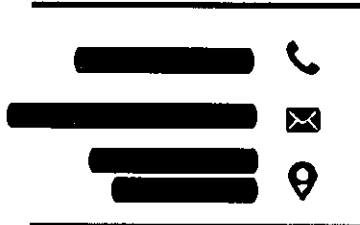
Parent Information Center Volunteer Advocate Training Program 3/7/17-5/16/17

Work/Committee Experience:

- 98-01 **Hollis Academy for Children**
Worked as an assistant teacher in the four-year old
classroom
- 01-06 **Bright Horizons**
Taught in the preschool and kindergarten classrooms.
- 12-15 **Milford School District**
Paraprofessional for Special Education-E.H. program
- '14-'18 **Hillsboro/ Deering Boy Scout Committee**
Member/leader
- Fall '15 –Fall 17 **Hillsboro/Deering School District**
Paraprofessional for Special Education
- Fall 17- 19 **Hillsboro/Deering School District**
Substitute Teacher
- 17/18 school year **Hollis/Brookline School- PTSA member and**
school Volunteer
Parent, Teacher, Student Association
- 1/8/19-current **New Hampshire Family Voices**
Outreach Coordinator
- 11/2016- current **New Hampshire Down Syndrome Association**
Board member (Past Vice President -2 terms)
- 6/2017- 6/2019 **Special Education State Advisory Committee on**
the Education of Students/Children with Disabilities (NH DOE)
- 3/16/19-current **Selectman for the Town of Deering NH**

Robin deAlmeida

MARKETING COMMUNICATIONS



EDUCATION

LEND FELLOWSHIP
Neurodevelopmental Disabilities
University of New Hampshire

BACHELOR OF SCIENCE
Communications Management
Emerson College

SKILLS

>> PROFESSIONAL

- Project management
- Family/Community Engagement
- Consumer research
- Training & Coaching
- Training & Workshop Development
- Communications strategy
- Content curation & Copy writing
- Graphic design & Layout
- Website design
- Interactive storytelling
- Podcasting production

PROFILE

Dynamic and driven communications professional with extensive experience managing projects and people with variable budgets. Has a passion for making education issues, initiatives, opportunities, and policies accessible and understandable to all stakeholders.

PROFESSIONAL EXPERIENCE

Project Director, Communications & Family Engagement

Parent Information Center / Concord, NH / May 2019-Present

- Oversee family engagement activities for NH's Preschool Development Grant. We have met or exceeded goals and deliverables every year since 2019.
- Coach and train early childhood professionals on strategies and practices that drive meaningful family engagement.
- Build and coach family-professional teams at local and state levels.
- Conduct and report on qualitative research to inform needs assessments, strategic planning, systems, program development, and quality improvement.
- Develop webinars, training modules, online content, and toolkits from large bodies of research and information resulting in easy-to-understand and accessible information that multiple audiences now use and share across NH.
- Designed, developed, and launched a statewide social media campaign on family voice and family engagement.
- Consult with school districts to build strong internal and external communications strategies for new educational programs and opportunities.
- Actively collaborate with systems leaders at all levels to inform, reinforce, and put into practice the user engagement behaviors that support their goals and ultimately build institutional knowledge of those served so that systems remain responsive, relevant, and accessible to the people they serve.

Director of Communications

Reaching Higher NH / Concord, NH / June 2016 - May 2019

- Developed and drove comprehensive, integrated traditional media, social media, and marketing plans.
- Managed and expanded social media audiences and engagement through Facebook, Twitter, and Instagram. As a result, it increased audience growth by approx. 50% in the first six months.
- Worked with Executive Director and senior staff to refine and strengthen messaging and overall branding.
- Responsible for communications strategy and brand management.
- Strategized and developed, with team members, web content, social media, video, editorial, publication production, and graphic design.
- Oversaw the production of all printed and electronic materials, including flyers, brochures, posters, invitations, programs, and letterhead.
- Wrote talking points for staff, partners, and others who might speak on behalf of RHHH to communicate the RHHH mission and position effectively.

SKILLS

>> TECHNICAL

Adobe Photoshop
Adobe InDesign
Adobe Illustrator
Adobe Premiere
WordPress
MS Office

LEADERSHIP

NH Advisory Board for US
Dept. of Education Out of
School Time Career Pathway
Grant.

NH Advisory Committee
NCLD / Understood.org

Board Member
Hampstead Special
Education Community
Network

Vice President
Hampstead PTA

Coach
Girls on the Run

Steering Committee
Hampstead School District
Anti-Bullying Initiative

PUBLIC SPEAKING/WORKSHOPS

*Building and Sustaining Family-
Professional Teams*

*Building it Together: A Systems Approach
to Family Engagement*

*8 Ways to Take Your Family Engagement
to the Next Level*

*Strategic Communications and Family
Engagement for Leaders in Education*

Mindfulness to Mindset for Children

Mindfulness for Families & Professionals

Mindfulness & Leadership

E X P E R I E N C E C O N T I N U E D

- Evaluated the impact of communications programs on an ongoing basis.
- Managed external relationships with contractors to ensure desired results were achieved on time and within budget.
- Collaborated with staff to create compelling videos and animations, making education programs, pathways, and resources accessible and understandable to all audiences.
- Developed content strategies to make complex topics easily understood by internal and external audiences through the development of infographics and other communications materials.

Marketing & Outreach Manager

New Hampshire Family Voices / Concord, NH / September 2013 - June 2016

- Developed and implemented brand management to grow organization recognition with target audiences.
- Rebrand, design, and build content for the 16-page quarterly newsletter to reflect the organization's vision and mission. The publication included one-on-one interviews, human interest stories, and resources.
- Developed strategy, content, and design for new website targeted at youth with chronic conditions and disabilities. Continue to oversee, coordinate, and implement regular content changes.
- Redesign and creation of marketing collateral, including but not limited to brochures, conference materials, presentation, and media kits.
- Develop marketing and change management campaigns for top healthcare organizations resulting in NHFV being seen as a value add partner.
- Secured nationally recognized speakers, managed strategy, and execution of rebranding campaign for annual conference increasing event attendance by 109%.
- Introduced and managed the implementation of content-rich marketing tools such as social media & podcasts to reach young adults and younger parent population.
- Effectively negotiate costs to obtain services and products previously out of reach with multiple vendors and speakers.
- Meet all graphic design and photo editing needs in house, providing significant cost savings to the organization.
- Conduct focus groups for research, reporting, and planning purposes.

Marketing Communications Consultant

RND Communications / Hampstead, NH / 2004-2012

- Extensive pro bono work with local schools on targeted issues such as bullying, children's mental health awareness, education, childhood disability issues, and parent involvement.
- Managed press relations with national and local publications.
- Managed advertising campaigns, including media buys, negotiations, and strategy.
- Managed and wrote grant proposals for government contracts.
- Created and curated content for websites.

Principal Marketing Communication Specialist

Schneider Electric / North Andover, MA / 1999-2001

- Managed international advertising campaign including messaging, design and media buys.
 - Copy wrote all promotional material for new service offers.
 - Responsible for international event planning including budgets, keynote speakers, management of vendors, and all communications materials.
-

E X P E R I E N C E C O N T I N U E D

- Facilitated product launches including events, collateral, content, advertising, and PR.
- Project managed global internal communications objectives for 113 countries.
- Managed internal designers and related external vendors.
- Edited and produced customer success stories and videos.



**NH Coalition for Citizens with Disabilities dba
Parent Information Center**

Key Personnel

| Name | Job Title | Salary Amount Paid from this Contract |
|-----------------------|------------------------|---------------------------------------|
| Michelle Lewis | Principal Investigator | \$3,328 |
| Jennifer Cunha | Project Director | \$28,340 |
| Jennifer Pineo | Project Staff | \$8,580 |
| Robin deAlmeida | Marketing and Outreach | \$14,300 |
| Rebecca Mitchell-Ward | Project Staff | \$3,952 |
| | | |