



Jeffrey A. Meyers  
Commissioner

Deborah D. Scheetz  
Director

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

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5034 1-800-852-3345 Ext. 5034  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 22, 2019

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 exercise a renewal option to an existing contract with New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center, (Vendor #177245), 54 Old Suncook Road, Concord, NH 03301, to provide Family-to-Family Health Information Services that support families as caregivers for children with special health care needs by increasing the price limitation by \$357,950 from \$357,416 to \$715,366 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 25% Federal Funds, 75% General Funds.

This agreement was originally approved by the Governor and Executive Council on December 20, 2017, (Item# 22).

Funds are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-093-930010-5191 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, SPECIAL MEDICAL  
SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	93001000	\$178,708	\$0	\$178,708
2019	102-500731	Contracts for Prog Svc	93001000	\$178,708	\$0	\$178,708
2020	102-500731	Contracts for Prog Svc	93001000	\$0	\$178,975	\$178,975
2021	102-500731	Contracts for Prog Svc	93001000	\$0	\$178,975	\$178,975
			<b>Total</b>	<b>\$357,416</b>	<b>\$357,950</b>	<b>\$715,366</b>

### **EXPLANATION**

The purpose of this request is to continue to provide Family-to-Family Health Information Center Services that support families as caregivers and enhance the lives of children with special health care needs by improving the system of care and its ease of use by families. Family-to-Family Health Information Center Services will assist families as they meet their child(ren)'s health care needs and navigate the public and private health care systems.

During State Fiscal Year 2018, the vendor provided one-on-one assistance to approximately 1,300 individuals and conducted fifty-one (51) trainings attended by roughly 350 parents and professionals. The Department anticipates a similar number of individuals to be served in both State Fiscal Year 2020 and 2021.

The original agreement, included language in Exhibit C-1, Paragraph 3 that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for two (2) of the two (2) years at this time.

The current vendor's activities assist families to understand their child(ren)'s health conditions and options for health insurance, offer families an environment where they can describe barriers from their encounters with the health care system, and guide families toward available/possible solutions. The current vendor also works with various agencies with the Department to identify approaches to improve programs and services available to families with children with special health care needs.

Effectiveness in delivering services will be reviewed based on quarterly reporting of outreach/encounters, quality assurance activities, resource materials accessed and technical assistance activities offered.

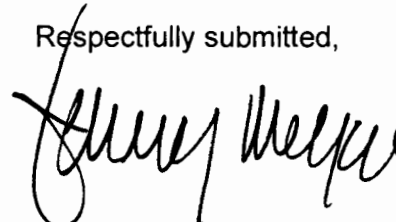
Should the Governor and Executive Council not authorize this request, children with special health care needs in New Hampshire and their families may not have access to a primary resource center for health information and family-to-family connection.

Area served: Statewide

Source of Funds: 25% Federal Funds and 75% General Funds. (CFDA # 93.994; FAIN # B04MC29353.)

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Family-To-Family Health Information Center**

This 1<sup>st</sup> Amendment to the Family-To-Family Health Information Center contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Coalition for Citizens with Disabilities d/b/a Parent Information Center, (hereinafter referred to as "the Contractor"), a nonprofit organization with a place of business at 54 Old Suncook Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017, (Item# 22) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$715,366.84.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Exhibit A, Scope of Services, Subsection 2.14 to read:
  - 2.14. The Contractor shall provide technical support and assistance to facilitate the development of strong, vibrant family advisory councils and chronic illness support groups. The Contractor shall provide technical assistance and support that may include, but is not limited to:
    - 2.14.1 Strategies and tools via phone consultations.



- 2.14.2 One-one meetings and/or group trainings (when financial means exist). Parent leadership skills.
- 2.14.3 Group dynamics.
- 2.14.4 Problem solving.
- 2.14.5 Group decision making.
- 2.14.6 Policies and procedures.
- 6. Add Exhibit B-3, Amendment #1, Budget form.
- 7. Add Exhibit B-4, Amendment #1, Budget form.
- 8. Delete Exhibit K, DHHS Information Security Requirements, version 032917 in its entirety and replace with Exhibit K, DHHS Information Security Requirements, version 10/09/18.

New Hampshire Department of Health and Human Services  
Family-To-Family Health Information Center



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/22/19  
Date

Deborah D. Schepz  
Name: Deborah D. Schepz  
Title: Director, Division Longterm Support and Services

New Hampshire Coalition for Citizens  
with Disabilities d/b/a Parent Information Center

5/20/19  
Date

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

Acknowledgement of Contractor's signature:

State of N.H., County of Merrimack on 5-20-2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Charlene H. Mayo  
Signature of Notary Public or Justice of the Peace

Charlene H. Mayo  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5-1-2024

New Hampshire Department of Health and Human Services  
Family-To-Family Health Information Center



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

OFFICE OF THE ATTORNEY GENERAL

5/28/2019  
Date

Nancy J. Smith  
Name: Nancy J. Smith  
Title: Sr. Assistant General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-3, Amendment #1  
Budget form**

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

Bidder/Program Name: New Hampshire Family Voices/NH Coalition to Citizens with Disabilities Inc

Budget Request for: RFP-2018-BDS-06-FAMIL/Family-To-Family Health Information Center  
(Name of RFP)

Budget Period: 2019-2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79	\$ -	\$ -	\$ -	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79
2. Employee Benefits	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01	\$ -	\$ -	\$ -	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 525.00	\$ 68.25	\$ 593.25	\$ -	\$ -	\$ -	\$ 525.00	\$ 68.25	\$ 593.25
6. Travel	\$ 3,000.00	\$ 390.00	\$ 3,390.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 14,000.00	\$ 1,820.00	\$ 15,820.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,820.00	\$ 15,820.00
11. Staff Education and Training	\$ 500.00	\$ 65.00	\$ 565.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 65.00	\$ 565.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory) Lending Library, Parent/Youth Committee/Parent trainings (stipend/meeting expenses), Cultural & Linguistic Support	\$ 4,300.00	\$ 556.00	\$ 4,856.00	\$ -	\$ -	\$ -	\$ 4,300.00	\$ 556.00	\$ 4,856.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 158,385.00</b>	<b>\$ 20,590.05</b>	<b>\$ 178,975.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,385.00</b>	<b>\$ 20,590.05</b>	<b>\$ 178,975.05</b>

Indirect As A Percent of Direct

13.0%

New Hampshire Coalition for Citizens  
with Disabilities db/a Parent Information Center

Exhibit B-3, Amendment #1

Contractor Initials

RFP-2018-BDS-09-FAMIL

Page 1 of 1

Date

  
5/20/19

**Exhibit B-4, Amendment #1  
Budget form**

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

Bidder/Program Name: New Hampshire Family Voices/NH Coalition to Citizens with Disabilities Inc

Budget Request for: RFP-2018-BDS-06-FAMIL/Family-To-Family Health Information Center  
(Name of RFP)

Budget Period: 2020-2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
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1. Total Salary/Wages	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79	\$ -	\$ -	\$ -	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79
2. Employee Benefits	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01	\$ -	\$ -	\$ -	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01
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4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Office	\$ 525.00	\$ 68.20	\$ 593.20	\$ -	\$ -	\$ -	\$ 525.00	\$ 68.20	\$ 593.20
6. Travel	\$ 3,000.00	\$ 390.00	\$ 3,390.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 390.00	\$ 3,390.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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11. Staff Education and Training	\$ 493.00	\$ 65.00	\$ 558.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 65.00	\$ 565.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory) Lending Library, Parent/Youth Committee/Parent trainings (stipend/meeting expenses), Cultural & Linguistic Support	\$ 4,300.00	\$ 559.00	\$ 4,859.00	\$ -	\$ -	\$ -	\$ 4,300.00	\$ 559.00	\$ 4,859.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 158,118.00</b>	<b>\$ 20,590.05</b>	<b>\$ 178,708.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,385.00</b>	<b>\$ 20,590.05</b>	<b>\$ 178,975.05</b>

Indirect As A Percent of Direct

13.0%

New Hampshire Coalition for Citizens  
with Disabilities d/b/a Parent Information Center

Exhibit B-4, Amendment #1

Contractor Initials

RFP-2018-BDS-09-FAMIL

Page 1 of 1

Date

5/20/19





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

*[Handwritten Signature]*

*5/20/19*

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

*[Handwritten Signature]*  
*5/20/19*

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

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5/20/19



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

*[Signature]*

*5/20/19*

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

*[Signature]*  
5/20/19

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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.

@

5/20/19

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

*[Signature]*

*5/20/19*





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

Business ID: 63839



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

NEW HAMPSHIRE COALITION	
Business Name: FOR CITIZENS WITH DISABILITIES, INC.	Business ID: 63839
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 10/07/1975	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 10/07/1975	
Principal Office Address: NONE	Mailing Address: 54 Old Suncook Rd, Concord, 03301, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2015
	Next Report Year: 2020
Duration: Not Stated	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

---

### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	Educational Services	All Other Miscellaneous Schools and Instruction
2	NOT REQUIRED	

## Filing History

 [Back to Home \(/online\)](#)**Business Name****Business ID**

NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. 63839

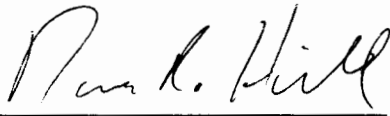
Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004394258	01/30/2019	01/30/2019	Tradename D/B/A Expiration Notice	N/A
0003124249	05/27/2015	05/27/2015	Nonprofit Report	2015
0000413285	02/24/2014	02/24/2014	Amendment	N/A
0000413284	11/22/2010	11/22/2010	Annual Report	2010
0000413283	10/08/2010	10/08/2010	Reminder Letter	N/A
0000413282	06/22/2006	06/22/2006	Reinstatement	2005
0000413280	03/01/2006	03/01/2006	Admin Dissolution/Suspension	N/A
0000413279	02/10/2000	02/10/2000	Annual Report	2000
0000413278	08/04/1995	08/04/1995	Annual Report	1995
0000413277	10/01/1993	10/01/1993	Amendment	N/A
0000413276	02/07/1990	02/07/1990	Annual Report	1990
0000413275	06/28/1978	06/28/1978	Amendment	N/A
0000413274	11/12/1976	11/12/1976	Annual Fee	N/A
0000413273	10/07/1975	10/07/1975	Business Formation	N/A

Page 1 of 1, records 1 to 14 of 14

## Certificate of Authority

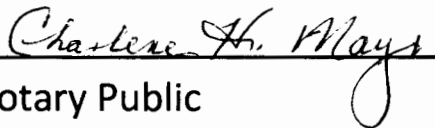
The board of Directors for the NH Coalition for Citizens with Disabilities, Inc. dba The Parent Information Center, having a principal place located at 54 Old Suncook Road, Concord, NH 03301 do hereby certify that Michelle Lewis, the appointed Executive Director of the NH Coalition for Citizens with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

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



Dana Hill  
Board Secretary

5/20/19  
Date



Notary Public

My Commission Expires  
on 5-1-2024

5-20-19  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2019

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	CONTACT NAME: Vivian Pinette
FIAI/Cross Insurance	PHONE (A/C, No, Ext): (603) 669-3218
1100 Elm Street	FAX (A/C, No): (603) 645-4331
	E-MAIL: vpinette@crossagency.com
	ADDRESS:
Manchester NH 03101	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Ins Co
	INSURER B: AmGuard Ins Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 19/20 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1919761	01/01/2019	01/01/2020	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 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1919761	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB658332	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
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 <input checked="" type="checkbox"/> N	N/A	NHWC085553 (State: NH)	01/01/2019	01/01/2020	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liability Deductible \$500			PHPK1919761	01/01/2019	01/01/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Health and Human Services 219 Pleasant Street Concord NH 03301-3852	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 <i>Vivian Pinette</i>
--	--

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### **Parent Information Center Mission Statement**

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

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

Financial Statements

For the Year Ended June 30, 2018

(With Independent Auditors' Report Thereon)



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**Additional Offices:**

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

**INDEPENDENT AUDITORS' REPORT**

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

**Report on the Financial Statements**

We have audited the accompanying financial statements of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center, which comprise the statement of financial position as of June 30, 2018, 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.

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, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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

We have previously audited New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center's fiscal year 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 6, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Program Services is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with

auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Melanson Heath*

December 10, 2018

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

Statement of Financial Position

June 30, 2018

(with comparative totals as of June 30, 2017)

ASSETS	Unrestricted	Temporarily Restricted	2018 Total	2017 Total
Current Assets:				
Cash and cash equivalents	\$ 111,460	\$ 76,192	\$ 187,652	\$ 228,076
Grants receivable	145,494	-	145,494	176,434
Accounts receivable	15,858	-	15,858	42,227
Prepaid expenses	<u>16,895</u>	<u>-</u>	<u>16,895</u>	<u>8,930</u>
Total Current Assets	289,707	76,192	365,899	455,667
Property and equipment, net	<u>50,644</u>	<u>-</u>	<u>50,644</u>	<u>63,635</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 340,351</u></b>	<b><u>\$ 76,192</u></b>	<b><u>\$ 416,543</u></b>	<b><u>\$ 519,302</u></b>
 LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 17,810	\$ -	\$ 17,810	\$ 48,728
Accrued payroll and related liabilities	32,438	-	32,438	33,818
Other liabilities	-	-	-	1,295
Deferred revenue	<u>1,750</u>	<u>-</u>	<u>1,750</u>	<u>24,966</u>
Total Current Liabilities	51,998	-	51,998	108,807
Net Assets	<u>288,353</u>	<u>76,192</u>	<u>364,545</u>	<u>410,495</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 340,351</u></b>	<b><u>\$ 76,192</u></b>	<b><u>\$ 416,543</u></b>	<b><u>\$ 519,302</u></b>

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, 2018

(with comparative totals for the year ended June 30, 2017)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
Support and Revenue:				
Support:				
Government grants	\$ 750,119	\$ -	\$ 750,119	\$ 1,082,004
Grants and contributions	17,876	44,856	62,732	19,450
In-kind contributions	19,200	-	19,200	19,200
Revenue:				
Program service fees	63,858	-	63,858	282,145
Conferences and workshops	8,243	-	8,243	8,516
Interest income	50	-	50	123
Miscellaneous	589	-	589	2,145
Net assets released from restriction	<u>42,840</u>	<u>(42,840)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	902,775	2,016	904,791	1,413,583
Expenses:				
Program services	786,807	-	786,807	1,257,861
General and administrative	163,274	-	163,274	178,493
Fundraising	<u>660</u>	<u>-</u>	<u>660</u>	<u>5,850</u>
Total Expenses	<u>950,741</u>	<u>-</u>	<u>950,741</u>	<u>1,442,204</u>
Change in Net Assets	(47,966)	2,016	(45,950)	(28,621)
Net Assets, Beginning of Year	<u>336,319</u>	<u>74,176</u>	<u>410,495</u>	<u>439,116</u>
Net Assets, End of Year	<u>\$ 288,353</u>	<u>\$ 76,192</u>	<u>\$ 364,545</u>	<u>\$ 410,495</u>

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

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

Statement of Functional Expenses

For the Year Ended June 30, 2018

(with comparative totals for the year ended June 30, 2017)

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2018 Total</u>	<u>2017 Total</u>
Personnel expense:					
Salaries and wages	\$ 440,397	\$ 71,437	\$ -	\$ 511,834	\$ 765,001
Employee benefits	83,180	8,239	-	91,419	129,903
Payroll taxes	33,499	6,131	-	39,630	60,238
Contracted and professional services:					
Accounting	-	18,744	-	18,744	18,748
Other	107,287	7,202	-	114,489	225,809
Advertising	150	-	15	165	211
Conferences, conventions, meetings	4,654	-	-	4,654	2,704
Consulting model	-	-	-	-	7,026
Depreciation	12,991	-	-	12,991	12,991
Equipment, repairs, and maintenance	-	3,990	33	4,023	6,897
Information technology	11,665	2,130	-	13,795	14,017
Insurance	-	6,825	315	7,140	5,796
Miscellaneous	6,448	624	297	7,369	20,805
Occupancy	34,242	22,458	-	56,700	55,200
Printing and reproduction	10,118	733	-	10,851	24,941
Supplies	7,293	3,440	-	10,733	24,920
Training	350	-	-	350	433
Travel	15,240	370	-	15,610	37,089
Utilities	-	9,016	-	9,016	7,515
Workshop expenses	19,293	1,935	-	21,228	21,960
Total Functional Expenses	<u>\$ 786,807</u>	<u>\$ 163,274</u>	<u>\$ 660</u>	<u>\$ 950,741</u>	<u>\$ 1,442,204</u>

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

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

Statement of Cash Flows

For the Year Ended June 30, 2018

(with comparative totals for the year ended June 30, 2017)

	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (45,950)	\$ (28,621)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	12,991	12,991
Changes in operating assets and liabilities:		
Grants receivable	30,940	81,749
Accounts receivable	26,369	(15,059)
Prepaid expenses	(7,965)	9,494
Accounts payable	(30,918)	(39,204)
Accrued payroll and related liabilities	(1,380)	(2,366)
Other liabilities	(1,295)	1,295
Deferred revenue	<u>(23,216)</u>	<u>24,966</u>
Net Cash Provided (Used) By Operating Activities and Net Change in Cash and Cash Equivalents	(40,424)	45,245
Cash and Cash Equivalents, Beginning of Year	<u>228,076</u>	<u>182,831</u>
Cash and Cash Equivalents, End of Year	<u>\$ 187,652</u>	<u>\$ 228,076</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, 2018

**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:

- *Education, Advocacy, Resources, and Support for Families with Infants and Children who have Suspected or Confirmed Hearing Loss (EARS).* This project is funded by the State of New Hampshire, Department of Health and Human Services, to work in conjunction with birth hospitals and testing centers, providing support to families who are referred to diagnostic testing after a newborn hearing screening. This project was not funded after June 30, 2018.
- *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.
- *Next Steps.* This project is funded by the State of New Hampshire, Department of Education to increase the college and career readiness of New Hampshire students with disabilities and/or those at risk of dropping out of school. This project was not funded after June 30, 2018.
- *Race 2K.* This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education, to provide education and support to school districts in complying with Indicator 12 (Early Childhood Transitions) and Indicator 6 (Preschool Settings) of the State Performance Plan. This program also provides support with Indicator 17 (State Systemic Improvement Plan).

Other program services that the Organization offers are as follows:

- *Family to Family (F2F)*. This project is funded by the United States Department of Education Health Resources and Services Administration (HRSA) to provide information, education, training, outreach, and peer support to families of children and youth with special health care needs and the professionals who serve them.
- *Medical Home Initiative*. This project is funded through the State of NH, Department of Health and Human Services, Bureau of Special Medical Services to support primary care practices in the development of family advisory councils. NH Family Voices staff will work closely with a practice to develop and launch their council, providing guidance in the creation of policies for the council, conducting outreach, and new member orientation.
- *Prevention Makes Cents (PMC)*. This program is funded by a variety of contracts to provide school-based child assault prevention programs for preschool and elementary-aged children as well as multi-week parenting programs and topic-related workshops for parents and professionals.

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

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

## **2. Significant Accounting Policies**

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

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2017, 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.

### ***Receivables***

Receivables consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. At June 30, 2018, management believed all receivables to be collectable.

### ***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 year 2018.

### ***Net Assets***

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

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

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

net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

*Permanently Restricted Net Assets* – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with the provisions of the agreements.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

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

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

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

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

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of

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

### ***Grant Revenue***

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

### ***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

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

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

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

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

### ***Income Taxes***

New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center 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 year 2018, 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 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 and those differences could be material.

### ***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***

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

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

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

The primary uses of fair value measures in the Organization's financial statements are the initial measurement of noncash gifts and unconditional contributions receivable.

The carrying amounts of cash and cash equivalents, receivables, prepaid expenses, accounts payable, accrued payroll and related liabilities, other liabilities, and deferred revenue approximate fair value due to the short-term nature of the items.

### 3. Property, Equipment and Depreciation

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

	<u>2018</u>	<u>2017</u>
Furniture, fixtures, and equipment	\$ 116,835	\$ 126,160
Leasehold improvements	<u>872</u>	<u>872</u>
Subtotal	117,707	127,032
Less: accumulated depreciation	<u>(67,063)</u>	<u>(63,397)</u>
Total	<u>\$ 50,644</u>	<u>\$ 63,635</u>

### 4. Line of Credit

The Organization has available a \$50,000 revolving line of credit with a bank, secured by all assets. Borrowings under the line bear interest at a rate based on the Wall Street Journal Prime Rate plus 1.75%, with a floor of 5.00%, adjusted daily. Interest only payments are required monthly with the principal payable on demand. At June 30, 2018 and 2017, the entire amount was available.

**5. Temporarily Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Family Voices	\$ 70,921	\$ 68,125
PMC - Prevention Makes Cents	2,305	2,551
Other	<u>2,966</u>	<u>3,500</u>
Total	<u>\$ 76,192</u>	<u>\$ 74,176</u>

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

**6. Retirement Plan**

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers all employees of the Organization. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. The Organization is not required to make matching employer contributions. The Organization did not make any employer contributions to the plan for the fiscal years ended June 30, 2018 and 2017, respectively.

**7. Operating Leases**

The Organization leases office space under the terms of a non-cancellable lease agreement that expired in September 2016. In August 2016, the Organization extended the lease for three years and has the option to extend the lease for an additional three-year term. Rent expense under this agreement, which is included in occupancy costs in the Statement of Functional Expenses, totaled \$37,500 for the year ended June 30, 2018.

The following is a schedule of future minimum rental payments:

<u>Fiscal Year</u>	<u>Amount</u>
2019	\$ 37,800
2020	<u>6,300</u>
Total future minimum rental payments	<u>\$ 44,100</u>



**8. Concentrations of Risk**

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2018 and 2017, funding from State of New Hampshire accounted for 48% and 56%, respectively, of total revenues and 59% and 66%, respectively, of total accounts receivable. During the years ended June 30, 2018 and 2017, funding from the United States Department of Education accounted for 20% and 14%, respectively, of total revenues and 19% and 1%, respectively, of total accounts receivable. During the years ended June 20, 2018 and 2017, funding from the United States Department of Health and Human Services accounted for 11% and 6%, respectively, of total revenues and 12% and 12%, respectively, of total accounts receivable.

**9. 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.

**10. Subsequent Events**

After June 30, 2018, the EARS (a State of New Hampshire – Department of Health and Human Services program) and the Next Steps NH program (a State of New Hampshire – Department of Education program) were not renewed and funded through the State of New Hampshire, which are both federally funded.

Subsequent events have been evaluated through December 10, 2018, 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**

Schedule of Program Services

For the Year Ended June 30, 2018

	<u>EARS</u>	<u>FV</u>	<u>PTI</u>	<u>Next Steps</u>	<u>Race 2K</u>	<u>Other</u>	<u>Total</u>
Support and Revenue:							
Support:							
Government grants	\$ 28,898	\$ 128,491	\$ 185,523	\$ 52,926	\$ 204,841	\$ 149,440	\$ 750,119
Grants and contributions	-	592	-	-	-	43,276	43,868
In-kind contributions	-	9,600	-	-	-	9,600	19,200
Revenue:							
Program service fees	-	19,607	-	-	-	44,251	63,858
Conferences and workshops	-	-	-	-	-	8,243	8,243
Miscellaneous	-	-	155	-	-	434	589
Total Support and Revenue	28,898	158,290	185,678	52,926	204,841	255,244	885,877
Expenses:							
Personnel expense:							
Salaries and wages	23,184	73,408	123,529	32,960	71,397	115,919	440,397
Employee benefits	-	33,147	19,627	307	9,144	20,955	83,180
Payroll taxes	1,867	5,763	9,011	2,545	5,292	9,021	33,499
Contracted and professional services:							
Other	-	459	791	1,639	84,802	19,596	107,287
Advertising	-	150	-	-	-	-	150
Conferences, conventions, meetings	-	-	-	-	-	4,654	4,654
Depreciation	-	-	-	-	-	12,991	12,991
Information technology	524	523	3,119	1,772	3,405	2,322	11,665
Miscellaneous	-	2,264	-	1,356	2,249	579	6,448
Occupancy	660	9,600	7,200	3,192	3,990	9,600	34,242
Printing and reproduction	-	4,942	1,047	1,525	752	1,852	10,118
Supplies	-	1,266	574	1,344	2,111	1,998	7,293
Training	-	190	-	-	-	160	350
Travel	-	1,725	2,821	1,694	4,576	4,424	15,240
Workshop expenses	-	-	570	-	895	17,828	19,293
Total direct expenses	26,235	133,437	168,289	48,334	188,613	221,899	786,807
Indirect expenses	2,627	14,782	15,486	3,920	15,142	20,504	72,461
Total expenses	28,862	148,219	183,775	52,254	203,755	242,403	859,268
Net Program Income (Expenses)	\$ 36	\$ 10,071	\$ 1,903	\$ 672	\$ 1,086	\$ 12,841	\$ 26,609

See Independent Auditors' Report.

## **Parent Information Center Board of Directors 2019**

**Jocelyn Charles, Board Chair**  
CPA and Family Representative  
Member Since 2014

**Marcia Bagley, Vice Chair**  
Director of Special Education, Nashua School District  
Member Since 2011

**Sandra E. Fay, Board Treasurer**  
Member Since 2012

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

**Sreenivasu Odugu**  
Family Representative  
Member Since 2015

**Kimberly Plante**  
Family Representative  
Member Since 2015

**Trisha Swonger**  
Family Representative  
Member Since 2017

**Dr. Linda Wadensten**  
Family Representative  
Member Since 2017

Michelle L. Lewis

DEGREE

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

EMPLOYMENT

January 2013-present	Executive Director, NH Parent Information Center (PIC)
July 2012-January 2013	Interim Executive Director, NH Parent Information Center
August 2009-present through SERESC	PTAN Region 1 Facilitator, Parent Information Center contract
August 2002-present	Project Director, NH Parent Information Center
August 2005-present Transitions at PIC	Project Director, Supporting Successfully Early Childhood
December 2007- present	Project Director, Parent Training and Information Center at PIC
02/04-10/06	Project Director, Parents Involved in Education at PIC
08/02-10/03	Project Director, Parent Information and Resource Center
07/00-06/02	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

SCHOOL COUNSELING EXPERIENCE

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

PROFESSIONAL DEVELOPMENT

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

IDEA Leadership

Summer 2012

Diversity Journey: Beyond the Comfort Zone

04/12

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

04/12

Common Core State Standards

09/12

Mental Health and Schools Conference

10/12

Implementing Common Core State Standards

Fall 2012

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

Spring 2011

Delivering a State Early Childhood System

02/10

Improving Relationships and Results: Building Family-School Partnerships

10/10

PIC Volunteer Advocate Training

Spring 2009

Worried about Your Worrier, Early Childhood Anxiety, Lynn Lyons

03/2009

WrightsLaw Special Education Law Conference

10/2008

Early Childhood Outcomes Conference, Early Childhood Outcomes Center

08/2008

## PROFESSIONAL CAPABILITIES

### Leadership

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

### State and National Presentations

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

#### Communication Skills

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

#### PROFESSIONAL CAPABILITIES (continued)

##### Project Development

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

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

#### Systems Change and Policy Development

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

#### State and National Advisory Boards/Workgroups

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

## **VITA**

### **Martha-Jean Madison**

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

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

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

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

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

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

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

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

#### ***Education***

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



***Presentations***

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

***Publications***

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

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

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

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

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

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

***Membership:***

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

Family Voices – National Board of Directors, 2002 - 2008

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

NH DHHS, Commissioners Adoption Advisory Committee, 2001- 2008

***Awards:***

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

NH Division of Children Youth and Families Service Award 1997.

NH Pediatric Society, Public Servant of the Year 1998.

National Family Voices, Volunteer of the Year 2005

***Personal:***

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

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

### **EMPLOYMENT HISTORY**

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

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

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

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

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

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

### **EDUCATION & CERTIFICATIONS:**

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

### **PUBLICATIONS:**

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

02108, 1992

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

**AWARDS:**

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

## CONTRACTOR NAME

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Lewis	Executive Director	69431	0	0
Martha-Jean Madison	Co-Director	46172	45%	\$20,584
Terry Ohlson-Martin	Co-Director	46448	44%	\$26,390



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF DEVELOPMENTAL SERVICES – SPECIAL MEDICAL SERVICES

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

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

October 24, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Developmental Services, to enter into a **retroactive** agreement with New Hampshire Coalition for Citizens with Disabilities, Inc., d/b/a Parent Information Center (Vendor 177245), 54 Old Suncook Road, Concord, NH 03301, in an amount not to exceed \$357,416.74 for the provision of Family-to-Family Health Information Services that support families as caregivers for children with special health care needs, to be effective retroactively to July 1, 2017 upon date Governor and Executive Council approval through June 30, 2019. 30% Federal Funds 70% General Funds

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Program Services	93001000	\$178,708.37
SFY 2019	102-500731	Contracts for Program Services	93001000	\$178,708.37
			<b>Total</b>	<b>\$357,416.74</b>

**EXPLANATION**

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

The purpose of this request is to provide Family-to-Family Health Information Center Services that support families as caregivers and enhance the lives of children with special health care needs by improving the system of care and its ease of use by families. According to the most recent National

Survey of Children with Special Health Care Needs, New Hampshire has approximately 54,569 children with special health care needs. Family-to-Family Health Information Center Services will assist families as they meet their child(ren)'s health care needs and navigate the public and private health care systems.

New Hampshire Coalition for Citizens with Disabilities, Inc., d/b/a Parent Information Center was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' website from July 20, 2017 through August 21, 2017. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program specific knowledge. The Score Summary Sheet is attached.

The contractor will assist families to understand their child(ren)'s health conditions & options for health insurance, listening to families as they describe their encounters with the health care system, and guide them toward possible solutions. The Contractor will also work with the Department, as well as with various agencies within the Department of Health and Human Services, to gather information and to identify ways to improve public programs and services available to families with children with special health care needs.

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

Should the Governor and Executive Council not authorize this request, children with special health care needs in New Hampshire and their families may not have access to a primary resource center for health information and family to family connection.

Area served: Statewide.

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

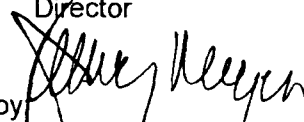
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Christine Santaniello  
Division of Long Term Supports & Services  
Director

Approved by



Jeffrey A. Meyers  
Commissioner



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

Family-To-Family Health Information  
Center

RFP Name

RFP-2018-BDS-09-FAMIL

RFP Number

Bidder Name

1. New Hampshire Coalition for Citizens with  
Disabilities, Inc., d/b/a Parent Information Center
2. 0
3. 0
4. 0

Pass/Fail	Maximum Points	Actual Points
	175	159
	175	0
	175	0
	175	0

Reviewer Names

1. Sue Moore, Public Health Prog  
Mgr, Devlpmtl Svcs (TechTeam)
2. Dee Dunn Tierney, Administrator  
II, Devlpmtl Svcs (Tech Team)
3. Alicia L'Esperance, Public Hlth  
Prog Mgr, Devlpmtl Svcs (Tech)
4. Paula Bundy, Medical Svc Tech,  
Div Devlpmtl Svcs (Cost Team)
5. Tanja Milic, Div Bhvl Hlth, Busns  
Administrator II (Cost Team)
6.



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

**Denis Goulet**  
*Commissioner*

November 28, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into retroactive contract agreement with New Hampshire Coalition for Citizens with Disabilities, Inc, d/b/a Parent Information Center, as described below and referenced as DoIT No. 2018-007.

The purpose of this request is for New Hampshire Coalition for Citizens with Disabilities, Inc., to provide Family-to-Family Health Information Center Services that support families as caregivers and enhance the lives of children with special health care needs by improving the system of care and its use by families.

The contract amount is \$357,416.74 and is retroactive to July 1, 2017 upon Governor and Council approval through June 30, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/ik  
DoIT #2018-007

cc: Bruce Smith, IT Manager, DoIT



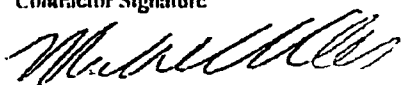
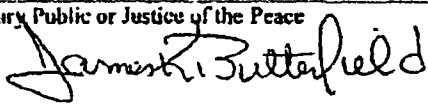
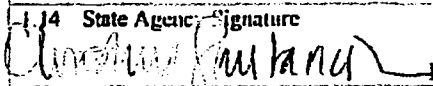
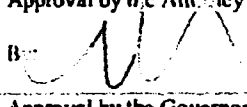
Subject: RFP-2018-BDS-09-1 AMH/Family-To-Family Health Information Center

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Coalition for Citizens with Disabilities Inc., d/b/a Parent Information Center		1.4 Contractor Address 54 Old Suncook Road Concord, NH 03301	
1.5 Contractor Phone Number 603-224-7005	1.6 Account Number 05-95-93-930010-51910000-102- 500731-93001000 05-95-93-930010-51910000- 561-500911-93001000-	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$357,416.74
1.9 Contracting Officer for State Agency E. Maria Reincmann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michelle L. Lewis, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Sherburne</u> On <u>Oct 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		My commission expires <b>October 29, 2019</b>	
1.13.2 Name and Title of Notary or Justice of the Peace James K. Butterfield			
1.14 State Agency Signature  Date: <u>10/30/17</u>		1.15 Name and Title of State Agency Signatory Christopher S. L. S. C. Director LTS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/30/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

0/07/17


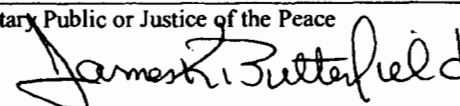
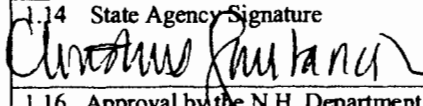
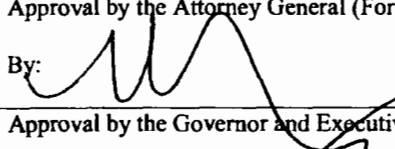
Subject: RFP-2018-BDS-09-FAMIL/Family-To-Family Health Information Center

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Coalition for Citizens with Disabilities Inc., d/b/a Parent Information Center		1.4 Contractor Address 54 Old Suncook Road Concord, NH 03301	
1.5 Contractor Phone Number 603-224-7005	1.6 Account Number 05-95-93-930010-51910000-561-500911-93001000	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$357,416.74
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michelle L. Lewis, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>Oct 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		My commission expires <b>October 29, 2019</b>	
1.13.2 Name and Title of Notary or Justice of the Peace James K. Butterfield			
1.14 State Agency Signature  Date: <u>10/31/17</u>		1.15 Name and Title of State Agency Signatory Christopher Sankaranarayanan, Director LTSS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/30/17</u> Megan A. Y. Spel - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

10/27/17

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



## **Scope of Services**

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For purposes of this contract, days shall mean business days, Monday through Friday from 8:00 AM through 4:00 PM, excluding State Employee holidays.
- 1.4. The Contractor shall provide free, confidential Family-To-Family services to families and professionals caring for children with chronic conditions and/or disabilities.

### **2. Scope of Services**

- 2.1. The Contractor shall maintain a statewide Family-To-Family Health Information Center.
- 2.2. The Contractor shall serve as a liaison between the Department and Children with Special Health Care Needs (CSHCN) and their families to ensure that Title V programs and efforts for CSHCN are family-centered. The Contractor shall:
  - 2.2.1. Offer constructive feedback regarding families' experiences with the State's health care service delivery system and recommendations for improvement.
  - 2.2.2. Establish and maintain regular contact with other parent advisory and support groups.
  - 2.2.3. Identify gaps in data needs and create solutions for strengthening family feedback.
  - 2.2.4. Convene forum of diverse family participant in an effort to collect annotative feedback of their experiences with the Department.
  - 2.2.5. Identify key questions that will be included on annual survey to ascertain families' experiences and impact with service delivery systems.
  - 2.2.6. Maintain participation in the Partners In Health Stakeholder Group.
  - 2.2.7. Maintain linkages with community support groups which include, but are not limited to:
    - 2.2.7.1. Parent groups.
    - 2.2.7.2. Hospital based groups.

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- 2.3. The Contractor shall participate in meetings with State agencies, local service organizations and other professional organizations, as agreed upon with the Department. The goals of these meetings will include, but are not limited to:
  - 2.3.1. Ensure that CSHCN and their unique needs are adequately represented in system design, planning and service delivery across the system of care in New Hampshire.
  - 2.3.2. Provide information about the needs and strengths of families of children with special healthcare needs.
  - 2.3.3. Identify how the current configuration of the service system impacts families.
  - 2.3.4. Facilitate coordination of services.
  - 2.3.5. Improve the quality of services and effect system change.
- 2.4. The Contractor shall ensure qualitative information about family's needs and strengths are being collected by reaching out to families of children and youth with the widest range of disabilities and special health care needs.
- 2.5. The Contractor shall ensure outreach to families of children with deafness and/or blindness through appropriate organizations/agencies.
- 2.6. The Contractor shall ensure that outreach is provided to families receiving early intervention services and/or who have children ages 0-3.
- 2.7. The Contractor shall ensure representation of families of children impacted by genetic and newborn screening services.
- 2.8. The Contractor shall provide support to youth and families in transitioning from pediatric healthcare to the adult healthcare system.
- 2.9. The Contractor shall provide consultation to Department staff regarding consumer, family and/or young adult issues.
- 2.10. The Contractor shall participate in the review and development of Department policies, procedures and proposed changes in services to ensure consumer participation in decision-making is maintained.
- 2.11. The Contractor shall assist in the evaluation of Department programs and activities, and recruit additional parents to participate as well, including the Title V Maternal & Child Health Block Grant and the Title V Needs Assessment process.
- 2.12. The Contractor shall complete a minimum of one (1) annual activity to engage parents of CSHCN for the purpose of obtaining input on the Title V Block Grant and to identify needs, either unmet or emerging.
- 2.13. The Contractor shall facilitate the involvement of youth with special health care needs in an effort to improve health care transition supports and resources.

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- 2.14. The Contractor shall assist newly established chronic illness support groups in their organizational development by offering technical assistance and administrative support as a strategy to ensure needs of families are communicated to the Department.
- 2.15. The Contractor shall assist the Department in developing, implementing, and revising quality assurance activities and standards of care.
- 2.16. The Contractor shall co-locate or have the ability to co-locate with the Department or designee. If the vendor cannot be co-located, a plan must be included as to how the vendor will ensure day to day communication/collaboration, access to print resources and management of the lending library. The selected vendor must utilize the Department's toll-free 800 phone number and provide the following:
  - 2.16.1. Information and assistance to families phoning in.
  - 2.16.2. Conduct follow-up telephone calls to families in order to assess families' satisfaction with referrals they received and agency sensitivity to family needs.
- 2.17. The Contractor shall assume primary responsibility for information and educational materials and offerings regarding State, local and national resources of interest to families with CSHCN, and how to access them. Activities will include, but are not limited to:
  - 2.17.1. Work in partnership with community parent organizations to enhance training of the supportive parent model.
  - 2.17.2. Maintain a database of parents who have completed training to be matched with newly diagnosed families.
  - 2.17.3. Maintain a database that contains and tracks diagnosis and age in order to match when a specific condition match has been requested.
  - 2.17.4. Develop support mechanisms.
  - 2.17.5. Collect data of parents who request parent to parent support and the related issues.
  - 2.17.6. Provide referrals to appropriate agencies and personnel.
  - 2.17.7. Provide emotional support to families raising children with special health care needs.
  - 2.17.8. Offer educational presentations to support groups, family organizations and healthcare related professionals related to all resources and services statewide and nationally.
- 2.18. The Contractor shall assume primary responsibility for information and educational materials and offerings regarding State, local and national resources of interest to families with CSHCN, and how to access them. Activities must include but may not be limited to:

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Exhibit A

- 2.18.1. Manage, update and enhance a Parent Lending Library including the Family Resource Connection and make recommendations for purchases.
- 2.18.2. Compile and revise health resource directories.
- 2.18.3. Produce and coordinate a parent newsletter.
- 2.18.4. Develop and distribute health resource directories.
- 2.18.5. Convene educational and social events, such as support groups, workshops, seminars and conferences, for parent, youth and professionals in collaboration with the Department reflecting current issues, changes in access to care and best practices.
- 2.18.6. Support and assist families with navigating and accessing state services and support.
- 2.19. The Contractor shall establish and maintain program personnel policies and procedures. These policies include, but are not limited to:
  - 2.19.1. Selection and dismissal of staff, volunteers and others;
  - 2.19.2. Delivering or coordinating services under the provider's direction;
  - 2.19.3. Procedures for supporting students/interns interested in working with CSHCN; and
  - 2.19.4. Procedures for verifying staff, volunteer and student trainee/intern qualifications.
- 2.20. The Contractor shall ensure that the program and personnel policies and procedures must be accessible and available to all agency staff and Special Medical Services.
- 2.21. The Contractor shall collect and record all unique data privy to the Family-to-Family Health Information Center using a cloud based Data System called "Salesforce". The data collected shall include, but are not limited to:
  - 2.21.1. All six (6) performance measures and outcomes of the Maternal and Child Health Bureau which include the following:
    - 2.21.1.1. CSHCN and their families will partner in decision-making at all levels.
    - 2.21.1.2. CSHCN will receive coordinated, ongoing, comprehensive care within a medical home.
    - 2.21.1.3. Children and youth will be screened early and continuously for special health care needs.
    - 2.21.1.4. Families of CSHCN will have access to adequate, private and/or public insurance and financing to pay for services they need.
    - 2.21.1.5. Community-based service systems will be organized so families can use them easily.

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- 2.21.1.6. CSHCN will receive the services necessary to make a transition to all aspects of adult life, including health care, work and independence.
- 2.21.2. New Hampshire specific issues related to NH public and private health care financing systems, community services and family/youth needs.
- 2.22. The Contractor shall hold bi-monthly staff meetings which shall include, but are not limited to:
  - 2.22.1. A review of all objectives to ensure they are being met.
  - 2.22.2. A review of all work plans.
  - 2.22.3. A review of activities being held.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient qualified staff is available to perform the services outlined in this contract.
- 3.2. The Contractor shall ensure staff qualifications meet the job description with hiring
- 3.3. The Contractor shall ensure that staff hired has personal experience as a caregiver for CSHCN.
- 3.4. The Contractor shall ensure that any vacancies are filled within a timely manner and by a candidate that meets the requirements stated in this contract. The Contractor shall provide notification of any vacancy and/or any hired personnel in writing to the Department.
- 3.5. The Contractor shall notify the Department, in writing, at least one (1) week prior to the employee's start date when a new employee is hired to work. Information shall include, but are not limited to:
  - 3.5.1. Full name with middle initial.
  - 3.5.2. Official start date.
  - 3.5.3. Work phone number and email address.
  - 3.5.4. Resume.
- 3.6. The Contractor shall provide up to two (2) Co-Directors to oversee the administration, programs and strategic plan of the Family-To-Family Health Information Center.
- 3.7. The Contractor shall provide the position of an Associate Director whose job duties include, but are not limited to:
  - 3.7.1. Assisting the Co-Directors with:
    - 3.7.1.1. Data Management.

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- 3.7.1.2. Developing family centered materials, fact sheets, and training modules.
- 3.7.2. Assisting families as they navigate the system of care.
- 3.8. The Contractor shall provide one (1) Outreach Coordinator, which may be job-shared by two (2) or more individuals, whose job duties include, but are not limited to:
  - 3.8.1. Assisting families in identifying any issues and/or barriers.
  - 3.8.2. Re-directing families to resources that will enable them to obtain improved health outcomes and solve problems navigating the NH healthcare system.
  - 3.8.3. Training.
  - 3.8.4. Managing the Lending Library.
- 3.9. The Contractor shall provide one (1) Social Media Moderator whose job duties shall include, but are not limited to:
  - 3.9.1. Ensuring group postings represent safe, appropriate and useful opportunities.
  - 3.9.2. Providing regular oversight of the social media groups.

#### 4. Reporting/Deliverables

- 4.1. The Contractor shall collect and record all data using a cloud based Data System called "Salesforce". The Contractor shall use this system to report on specific identified criteria and to carry out multiple cross references.
- 4.2. The Contractor shall provide quarterly reports and an annual cumulative report, as provided by the Department. Information to be included in the reports shall include, but are not limited to:
  - 4.2.1. Outreach and encounter statistics.
  - 4.2.2. Quality assurance activities.
  - 4.2.3. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
  - 4.2.4. Overall progress toward program goals and supporting statistical information.
  - 4.2.5. Program effectiveness.
  - 4.2.6. Future plans and goals.
  - 4.2.7. Additional information as requested by the Department at any time during the contract period.



## Exhibit B

### Method and Conditions Precedent to Payment

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

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

*[Handwritten Signature]*

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Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Family Voices/NH Coalition to Citizens with Disabilities Inc

Budget Request for: RFP-2018-BDS-06-FAMIL/Family-To-Family Health Information Center  
(Name of RFP)

Budget Period: 2017-2018

Line Item	Direct			Indirect			Total			Subcontractor / Other			Total		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ 65.00	\$ 565.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 65.00	\$ 565.00	\$ -	\$ -	\$ -
6. Travel	\$ 2,800.00	\$ 364.00	\$ 3,164.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 364.00	\$ 3,164.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 14,000.00	\$ 1,820.00	\$ 15,820.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,820.00	\$ 15,820.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 489.00	\$ 63.57	\$ 552.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 489.00	\$ 63.57	\$ 552.57	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: Lending Library, Parent/Youth Committee/Parent trainings (stipend/meeting expenses), Cultural & Linguistic Support	\$ 4,300.00	\$ 559.00	\$ 4,859.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,300.00	\$ 559.00	\$ 4,859.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 158,148.00</b>	<b>\$ 20,599.37</b>	<b>\$ 178,747.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,148.00</b>	<b>\$ 20,599.37</b>	<b>\$ 178,747.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Indirect As A Percent of Direct

13.0%

RFP-2018-BDS-09-FAMIL

NH Coalition to Citizens with Disabilities, Inc., d/b/a Parent Information Center

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Contractors Initials

Date

10/27/17

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Family Voices/NH Coalition to Citizens with Disabilities Inc

Budget Request for: RFP-2018-BDS-06-FAMIL/Family-To-Family Health Information Center  
(Name of RFP)

Budget Period: 2018-2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
1. Total Salary/Wages	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79	\$ -	\$ -	\$ -	\$ 92,383.00	\$ 12,009.79	\$ 104,392.79
2. Employee Benefits	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01	\$ -	\$ -	\$ -	\$ 43,677.00	\$ 5,678.01	\$ 49,355.01
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ 65.00	\$ 565.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 65.00	\$ 565.00
6. Travel	\$ 2,800.00	\$ 364.00	\$ 3,164.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 364.00	\$ 3,164.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 14,000.00	\$ 1,820.00	\$ 15,820.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,820.00	\$ 15,820.00
11. Staff Education and Training	\$ 489.00	\$ 63.57	\$ 552.57	\$ -	\$ -	\$ -	\$ 489.00	\$ 63.57	\$ 552.57
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):Lending Library, Parent/Youth Committee/Parent trainings (stipend/meeting expenses), Cultural & Linguistic Support	\$ 4,300.00	\$ 559.00	\$ 4,859.00	\$ -	\$ -	\$ -	\$ 4,300.00	\$ 559.00	\$ 4,859.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 158,148.00</b>	<b>\$ 20,559.37</b>	<b>\$ 178,708.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,148.00</b>	<b>\$ 20,559.37</b>	<b>\$ 178,708.37</b>

Indirect As A Percent of Direct

13.0%

RFP-2018-BDS-09-FAMIL

NH Coalition for Citizens with Disabilities, Inc., d/b/a Parent Information Center

Page 1 of 1

Contractor's Initials   Q    
Date 10/27/17



### SPECIAL PROVISIONS

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

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

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

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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10/27/17

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

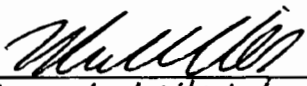
Place of Performance (street address, city, county, state, zip code) (list each location)


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

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

Contractor Name:

10/27/17  
Date

  
Name: Michelle L. Lewis  
Title: Executive Director

Contractor Initials   
Date 10/27/17



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

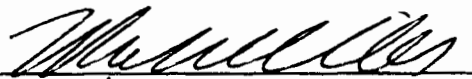
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

10/27/17  
Date

  
Name: Michelle L. Lewis  
Title: Executive Director



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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





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

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

#### PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/27/17  
Date

  
Name: Michelle L. Lewis  
Title: Executive Director

Contractor Initials   
Date 10/27/17



**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

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:

10/27/17  
Date

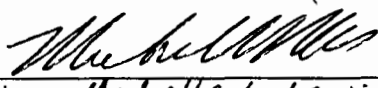
  
Name: Michelle L. Lewis  
Title: Executive Director

Exhibit G

Contractor Initials 

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

Date 10/27/17



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

10/27/17  
Date

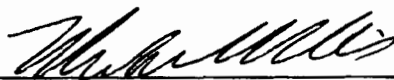
  
Name: Michelle L. Lewis  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

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Contractor Initials

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Date 10/27/17



Exhibit I

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

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

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



Exhibit I

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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

Handwritten initials of the contractor, appearing to be 'DJ' or similar, written in black ink.



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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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Christine Santanello  
Signature of Authorized Representative

Christine Santanello  
Name of Authorized Representative

Director, LHSS  
Title of Authorized Representative

10/31/17  
Date

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

Michelle L. Lewis  
Signature of Authorized Representative

Michelle L. Lewis  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

10/27/17  
Date



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

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

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

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

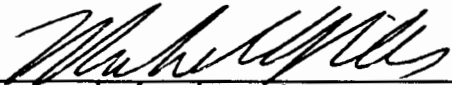
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

10/27/17  
Date

  
Name: Michelle L. Lewis  
Title: Executive Director

②  
10/27/17



**FORM A**

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

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

       NO        ☒ YES

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

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

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

       NO        ☒ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____




**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

  
10/27/17

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

*[Handwritten Signature]*

*10/22/17*