



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF ECONOMIC & HOUSING STABILITY*

129 PLEASANT STREET, CONCORD, NH 03301  
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December 4, 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 Economic and Housing Stability, **retroactively** amend an existing **sole source** agreement with New Hampshire Children's Trust, Inc., (Vendor # 218449) 10 Ferry Street, Suite 315, Concord, NH 03301, to provide system of Family Resource Centers to elevate and expand access to services to prevent and mitigate adverse childhood experiences for children and youth using a whole family approach by increasing the price limitation by \$2,017,228 from \$1,004,646 to \$3,021,874 with no change to the completion date of June 30, 2021, retroactive to October 1, 2019 effective upon date of Governor and Executive Council approval. 74.5% Federal Funds 22.3% General Funds and 3.2% Other Funds

This agreement was originally approved by the Governor and Executive Council on June 5, 2019 (Item #31 Vote 5-0).

Funds are available in the following accounts for 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.

**Fiscal Details Sheet Attached**

**EXPLANATION**

This request is **retroactive** because New Hampshire was not notified until October 28, 2019 that the kinship dollars were available from the Administration for Children and Families (ACF), back to October 1, 2019. Not applying the contract retroactively will not enable New Hampshire to draw down the maximum federal funds to support the services.

This request is **sole source** because the vendor is the only vendor in the State of New Hampshire that is able to provide the necessary services. As the facilitating organization for the Family Resource Center network, NH Children's Trust's (NHCT) current contract with the Department of Health and Human Services will be amended to meet the authorization by the Governor's Commission of Alcohol and other Drugs and for additional funding provided by Public Health, Center for Disease Control and Prevention and Administration for Children and Families

in order to further support and expand services.

The purpose of this request is to increase the capacity of the Family Resources Centers, located statewide, through the facilitating organization, NHCT. The Facilitating Organization provides coordination, support, training, and technical assistance for the implementation of operational and quality standards for all FRCs statewide in order to increase the number of FRCs receiving the Family Resource Center of Quality (FRC-Q) designation and standardize the FRC and FRC-Q delivery of services. Additional services will be organized and administered through the Family Resource Centers, coordinated by the NHCT to expand services that 1) focus on the prevention and mitigation of, and 2) expand the Kinship Navigation program established throughout the state.

Approximately one thousand (1000) individuals will be served from October 1, 2019 through June 30, 2021. Family Resource Centers seek to strengthen families by promoting health, wellbeing, self-sufficiency and positive parenting through support and education and by providing these comprehensive services to parents, relative caregivers and their children, from pregnancy through age eighteen (18).

The Contractor will increase evidence-based prevention services through integration of or expansion of the Strengthening Families Framework in the existing Family Resource Centers and promote protective factors for children and youth exposed to ACES and provide supportive services to their parents/guardians/relative caregivers. The Kinship Navigation program helps link grandparents and other relative caregivers, both inside the formal child welfare system as well as through the court system, foster care and adoption to a broad range of services that meet the needs of the children they are raising and themselves.

Strengthening Families is a research-based, cost-effective framework developed by the Center for the Study of Social Policy (CSSP) (<http://www.cssp.org>) over the last decade to increase family strengths, enhance child development, and reduce child abuse and neglect. This approach helps prevention organizations and other programs work with parents to build five protective factors that, when present, increase the overall well-being of children and families. Protective factors are attributes that serve as buffers, helping parents who might otherwise be at risk of abusing their children to find resources, supports, or coping strategies that allow them to parent effectively, even under stress.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

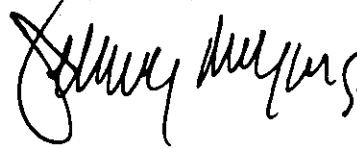
- The Contractor shall develop and implement no less than seven (7) new-evidenced based programs or services for children impacted by adverse childhood experiences and their families and/or caregivers.
- The Contractor shall ensure that survey results indicate a rate of satisfaction with services that exceeds 90% of the individuals who complete the survey.
- The Contractor will ensure that 80% of new support groups, as described in Section 1.14, conduct meetings no less than once every two (2) weeks for a period of no less than one (1) year.

Should the Governor and Executive Council not authorize this request, the Department may lose an opportunity to support the current system of family resource centers, and to expand access to services which promote health, wellbeing, self-sufficiency to kinship families statewide.

Area served: Statewide

Source of Funds: 74.5% Federal Funds (4.7% from U.S Department of Health & Human Services, Administration for Children and Families, Temporary Assistance to Needy Families; 22.3% from Department of Health & Human Services, Administration for Children & Families, Promoting Safe and Stable Families, Title IV-B, Subpart B; and 47.5% from Centers for Disease Control and Prevention), 22.3% General Funds and 3.2% Other Funds from the Alcohol Fund Commission.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers  
Commissioner

**05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 19	102-500731	Contracts for Prog Svc	45030357	\$104,167	\$0	\$104,167
SFY 19	102-500731	Contracts for Prog Svc	45030358	\$31,250	\$0	\$31,250
			<i>Subtotal</i>	<i>\$135,417</i>	<i>\$0</i>	<i>\$135,417</i>

**05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: HUMAN SERVICES, Child Protection, Child and Family Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 20	645-504004	General Funds for Other	42105890	\$325,000	\$0	\$325,000
SFY 21	645-504004	General Funds for Other	42105890	\$325,000	\$0	\$325,000
			<i>Subtotal</i>	<i>\$650,000</i>	<i>\$0</i>	<i>\$650,000</i>

**05-95-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: BEHAVIORAL HEALTH DIV, Bureau of Drug & Alcohol Svcs, Governor Commission Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 20	102-500731	Contracts for Prog Svc	92058502	\$0	\$100,000	\$100,000
SFY 21	102-500731	Contracts for Prog Svc	92058502	\$0	\$100,000	\$100,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$200,000</i>	<i>\$200,000</i>

**05-095-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 20	102-500731	Contracts for Prog Svc	90050405	\$0	\$692,985	\$692,985
SFY 21	102-500731	Contracts for Prog Svc	90050405	\$0	\$692,985	\$692,985

			<i>Subtotal</i>	\$0	\$1,385,970	\$1,385,970
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**05-095-042-4210-29730000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 20	102-500731	Contracts for Prog Svc	42107311	\$137,018	\$215,629	\$352,647
SFY 21	102-500731	Contracts for Prog Svc	42107311	\$82,211	\$215,629	\$297,840
			<i>Subtotal</i>	\$219,229	\$431,258	\$650,487
			<b>Total</b>	<b>\$1,004,646</b>	<b>\$2,017,228</b>	<b>\$3,021,874</b>

**New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist**

This 1<sup>st</sup> Amendment to the New Hampshire Family Resource Center Facilitation Organization and Quality Specialist 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 Children's Trust, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Ferry Street, Suite 315 Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 5, 2019 (Item #31), 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.8, Price Limitation, to read:  
\$3,021,874
2. Add Exhibit A-1 Amendment #1, Additional Scope of Services.
3. Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
  2. This Agreement is funded with General funds, Federal funds and Other (Governor's Commission) funds as follows:
    - 2.1. 4.48% Federal Funds from U.S Department of Health & Human Services, Administration for Children and Families, Temporary Assistance to Needy Families. Catalogue of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 18NHTANF.
    - 2.2. 21.53% Federal Funds from Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, Title IV-B, Subpart B, CFDA #93.556, FAIN 1801NHPKIN.
    - 2.3. 45.86% Federal Funds from Centers for Disease Control and Prevention, CFDA #93.136, FAIN NU17CE924984
    - 2.4. 21.51% General Funds.
    - 2.5. 6.62% Other (Governor's Commission) Funds.

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11/20/19

**New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist**



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4. Exhibit B, Methods Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
    - 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 items, as specified in Exhibit B-1, Budget through Exhibit B-12, Budget.
  5. Add Exhibit B-7 Amendment #1, SFY 2020 Budget, Strengthening Families Framework Services.
  6. Add Exhibit B-8, Amendment #1, SFY 2020, Budget Sheet, DCYF Funding.
  7. Add Exhibit B-9, Amendment #1, SFY 2020 Budget Sheet, CDC Funding.
  8. Add Exhibit B-10 Amendment #1, SFY 2021 Budget, Strengthening Families Framework Services.
  9. Add Exhibit B-11, Amendment #1, SFY 2021, Budget Sheet, DCYF Funding.
  10. Add Exhibit B-12, Amendment #1, SFY 2021 Budget Sheet, CDC Funding.

New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist



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

12/2/19  
Date

Christine L. Santaniello  
Name: Christine L. Santaniello  
Title: Director

New Hampshire Children's Trust, Inc.

11/30/2019  
Date

Cliff Simmonds  
Name: Cliff Simmonds  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on Nov 30 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.

Debra B. Michaels  
Signature of Notary Public or Justice of the Peace

Debra B. Michaels  
Name and Title of Notary or Justice of the Peace

Debra B Michaels  
Notary Public, State of New Hampshire  
My Commission Expires on February 15, 2022

My Commission Expires: 2/15/2022



New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist



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

OFFICE OF THE ATTORNEY GENERAL

12/3/15  
Date

*C. Pinos*  
Name: CATHERINE PINOS  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



Exhibit A-1 Amendment #1

**Additional Scope of Services**

**1. Scope of Services**

- 1.1. The Contractor shall develop and implement a plan to expand access to services for New Hampshire families affected by substance use disorders (SUD) using the Strengthening Families Framework (SFF), which includes, but is not limited to:
  - 1.1.1. Strategies to increase resilience and reduce risk factors for behavioral, emotional, academic and social problems for children six (6) to twelve (12) years old who are at risk from substance-abusing parents.
  - 1.1.2. Family skills training programs designed to increase resilience and reduce risk factors for behavioral, emotional, academic and social problems.
- 1.2. The Contractor shall ensure Family Resource Centers (FRCS) provide evidence-based prevention services and supports by integrating the Strengthening Families Framework into current services provided.
- 1.3. The Contractor shall promote the New Hampshire Family Resource Centers (FRCs) by increasing public awareness of the FRCs through marketing at a variety of venues as well as the public's understanding for the FRCs role as primary prevention against adverse childhood experiences.
- 1.4. The Contractor shall ensure FRCs promote the protective factors for children and youth exposed to adverse childhood experiences, and provide supportive services to their parents, guardians and/or relative caregivers with a particular focus in five key areas:
  - 1.4.1. Parental resilience.
  - 1.4.2. Social connections.
  - 1.4.3. Knowledge of parenting and child development.
  - 1.4.4. Concrete support in times of need.
  - 1.4.5. Social and emotional competence of children.
- 1.5. The Contractor shall ensure staff providing services and/or supports to individuals complete the Strong Parents, Stable Children four (4) hour training.
- 1.6. The Contractor shall ensure staff providing services to individuals receive training, as approved by the Department, regarding:
  - 1.6.1. The impact of adverse childhood experiences on brain development in children.
  - 1.6.2. The impact of adverse childhood experiences on the families affected by substance use disorders.



**Exhibit A-1 Amendment #1**

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- 1.7. The Contractor shall support each FRC to ensure protective factors from the Strengthening Families Framework are embedded in all services and programs at FRCs.
- 1.8. The Contractor shall provide support to each FRC to improve and increase services, which must include, but is not limited to:
  - 1.8.1. Increasing the number of parent education programs and supportive services using the Strengthening Families Framework.
  - 1.8.2. Providing or increasing education programs and supportive services to children and youth using the Strengthening Families Framework.
  - 1.8.3. Providing or increasing education programs and supportive services to grandparents and older relative caregivers who have minor children living with them due to a primary parent's absence using the Strengthening Families Framework.
- 1.9. The Contractor shall support each FRC to recognize parents/grandparents/relative caregivers' unique assets and strengths such as nurturing skills, good communication such as active listening skills and respectful age appropriate dialogue, positive reinforcement of good behavior and positive discipline/consequences for inappropriate behavior and setting appropriate boundaries, in all services and programs that are delivered.
- 1.10. The Contractor shall ensure each FRC is providing education opportunities and materials to partner agencies and the general public on building protective factors to strengthen families and support children and youth.
- 1.11. The Contractor shall ensure each FRC is providing evidenced-based programs for children, youth, families, grand families, and other relative caregivers, which may include, but are not limited to:
  - 1.11.1. Parents Meeting the Challenge.
  - 1.11.2. Sober Parenting Journey.
  - 1.11.3. Positive Solutions.
  - 1.11.4. Guiding Good Choices.
  - 1.11.5. Parenting a Second Time Around.
  - 1.11.6. Relatively Speaking.
  - 1.11.7. Home Visiting Programs such as Healthy Families America; Early Steps, Family Check-up; Durham Connects; Nurse Family Partnerships; Multidimensional Treatment Foster Care for Preschoolers (MTFC-P).



**Exhibit A-1 Amendment #1**

- 1.12. The Contractor shall ensure each FRC provides support groups for parents, guardians, grand families and other older relative caregivers, which may include, but is not limited to:
- 1.12.1. Parent Cafes, based on the Strengthening Families Protective Factors.
  - 1.12.2. Peer to peer support groups, which may include, but are not limited to:
    - 1.12.2.1. Open discussion periods.
    - 1.12.2.2. Structured meetings on relevant topics led by a facilitator.
    - 1.12.2.3. Presentation and discussion of methods for addressing common problems.
    - 1.12.2.4. Role playing exercises.
  - 1.12.3. Facilitated support groups led by trained professional staff.
- 1.13. The Contractor shall ensure each FRC is developing partnerships and collaborate with other organizations that provide services and supports for children, youth and their families, which may include, but are not limited to:
- 1.13.1. The Doorways.
  - 1.13.2. Community recovery organizations.
  - 1.13.3. The Regional Public Health Networks.
  - 1.13.4. DHHS District Offices.
  - 1.13.5. The New Hampshire Employment Program.
  - 1.13.6. ServiceLink Agencies.
  - 1.13.7. Community Action Programs.
  - 1.13.8. Head Start.
  - 1.13.9. Other early childhood education programs.
- 1.14. The Contractor shall participate in site visits conducted by the Department.
- 1.15. The Contractor shall attend Substance Misuse Prevention Community of Practice meetings conducted by the Department no less than once every two (2) months, and shall:
- 1.15.1. Learn approaches and best practices to community-based, population-level substance misuse prevention in NH.
  - 1.15.2. Connect with other professionals doing similar work.
  - 1.15.3. Share successes and challenges from delivering services.
  - 1.15.4. Participate in collective problem-solving discussions.
  - 1.15.5. Align activities with Department and other provider activities.



**Exhibit A-1 Amendment #1**

- 1.16. The Contractor shall develop a survey to assess the effectiveness of services. The Contractor shall ensure:
- 1.16.1. Survey questions are approved by the Department.
  - 1.16.2. The survey is provided to each individual receiving services who is eighteen (18) years of age or older.
  - 1.16.3. Follow up is conducted to ensure an 80% response rate.
- 1.17. The Contractor shall provide an evaluation and performance measurement plan for the Kinship Navigation program to the Department within sixty (60) days of contract from the effective date of Amendment #1, to include but not limited to:
- 1.17.1. How the Contractor shall evaluate based on the family needs scale;
  - 1.17.2. How the Contractor shall document and evaluate general demographics including but not limited to:
    - 1.17.2.1. DCYF Placement;
    - 1.17.2.2. Court Placement; and
    - 1.17.2.3. Reason for placement.
  - 1.17.3. How the Contractor will evaluate the number of families involved with DCYF.
  - 1.17.4. How the Contractor will evaluate the number of Substance Use Disorder involved families
  - 1.17.5. How the Contractor will evaluate and document the type of kinship arrangement.
- 1.18. The Contractor shall provide a marketing plan for the kinship navigation program, to the Department within sixty (60) days from the effective date of Amendment #1, to include but not limited to:
- 1.18.1. Ensuring community outreach is provided to the following:
    - 1.18.1.1. Court Appointed Special Advocates (CASA);
    - 1.18.1.2. DCYF;
    - 1.18.1.3. NH Courts;
    - 1.18.1.4. Family Court Attorneys.
  - 1.18.2. The Contractor shall collaborate with NH 211 and the Grand Families Commission to support the kinship program.

**2. Performance Measures**

- 2.1. The Contractor shall ensure that the following performance indicators are achieved annually and monitored monthly to measure the effectiveness of this contract.



**Exhibit A-1 Amendment #1**

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- 2.2. The Contractor shall ensure that for each FRC survey results indicate a rate of satisfaction with services that exceeds 90% of the individuals who complete the survey.
- 2.3. The Contractor will ensure that FRCs, in the aggregate increase support groups as described in Section 1.12 by 75% (seventy-five percent).

### **3. Reporting**

- 3.1. The Contractor shall submit quarterly reports to the Department, in the aggregate for all FRCs, no less than once every ninety (90) days, which must include but are not limited to:
  - 3.1.1. A narrative description of activities during the previous fiscal quarter.
  - 3.1.2. The total number of new programs, services and supports offered during the reporting period, with a narrative summary of each new service provided.
  - 3.1.3. Challenges encountered during the delivery of services.
  - 3.1.4. Aggregate demographic data, which is de-identified and does not include protected health information (PHI), and which must include, but is not limited to:
    - 3.1.4.1. Total number of individuals served, which must include, but is not limited to: gender, age, and types of services and/or programs for each individual served.
    - 3.1.4.2. Results from satisfaction surveys for the previous quarter.
- 3.2. The Contractor shall provide an evaluation and performance measurement plan for the kinship navigation program to the Department within sixty (60) days from the effective date of Amendment #1.
- 3.3. The Contractor shall provide a marketing plan for the kinship navigation program, to the Department with sixty (60) days from the effective date of Amendment #1.

### **4. Deliverables**

- 4.1. The Contractor shall provide a certificate of attendance for each staff member that has completed Strong Parents, Stable Children training no later three (3) months after the Contract Effective Date.
- 4.2. The Contractor shall provide proof of attendance for any Contractor staff member at any required training program upon request from the Department.
- 4.3. The Contractor shall ensure that each FRC develops and implements no less than two (2) new evidenced based programs or services for children impacted by adverse childhood experiences and their families and/or caregivers.
- 4.4. The Contractor shall ensure that each support group at each FRC conducts meetings no less than once every two (2) weeks for a period of no less than one (1) year.



**Exhibit A-1 Amendment #1**

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- 4.5. The Contractor shall develop, implement and monitor for sustainability no less than ten (10) unique support groups as described in Section 1.12.

Exhibit B-7 Amendment #1, SFY 2020, Budget,  
(SFF) Services

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

Contractor name New Hampshire Children's Children's Trust, Inc.

Budget Request for: Strengthening Families Framework (SFF) Services

Budget Period: SFY2020

Line/Item	Total Program Cost			Contractor/Share/Match			Funded by/DHHS/contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 19,215.00	\$ 4,250.00	\$ 23,465.00	\$ -	\$ -	\$ -	\$ 19,215.00	\$ 4,250.00	\$ 23,465.00
2. Employee Benefits	\$ 4,805.00	\$ 1,060.00	\$ 5,865.00	\$ -	\$ -	\$ -	\$ 4,805.00	\$ 1,060.00	\$ 5,865.00
3. Consultants	\$ 27,755.00	\$ -	\$ 27,755.00	\$ -	\$ -	\$ -	\$ 27,755.00	\$ -	\$ 27,755.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,870.00	\$ -	\$ 1,870.00	\$ -	\$ -	\$ -	\$ 1,870.00	\$ -	\$ 1,870.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 585.00	\$ 250.00	\$ 815.00	\$ -	\$ -	\$ -	\$ 585.00	\$ 250.00	\$ 815.00
6. Travel	\$ 400.00	\$ 200.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 200.00	\$ 600.00
7. Occupancy	\$ 1,950.00	\$ 585.00	\$ 2,515.00	\$ -	\$ -	\$ -	\$ 1,950.00	\$ 585.00	\$ 2,515.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 185.00	\$ 75.00	\$ 270.00	\$ -	\$ -	\$ -	\$ 185.00	\$ 75.00	\$ 270.00
Postage	\$ -	\$ 75.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ 75.00
Subscriptions	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00
Audit and Legal	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ 800.00
Insurance	\$ -	\$ 285.00	\$ 285.00	\$ -	\$ -	\$ -	\$ -	\$ 285.00	\$ 285.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00
12. Subcontracts/Agreements	\$ 32,900.00	\$ -	\$ 32,900.00	\$ -	\$ -	\$ -	\$ 32,900.00	\$ -	\$ 32,900.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 90,910.00</b>	<b>\$ 9,090.00</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90,910.00</b>	<b>\$ 9,090.00</b>	<b>\$ 100,000.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials

*CS*

Date 11/30/19



New Hampshire Department of Health and Human Services

Contractor name NH Children's Trust, Inc.

Budget Request for: Facilitating Organization for FRCs - Kinship (DCYF Funding thru 06.30.20)


Budget Period: Oct 1, 2019 - June 30, 2020

Line/Item	Total Program Cost			Contractor Share/Match			Funded by DHHS		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 22,555.97	\$ -	\$ 22,555.97	\$ -	\$ -	\$ -	\$ 22,555.97	\$ -	\$ 22,555.97
2. Employee Benefits	\$ 5,864.58	\$ -	\$ 5,864.58	\$ -	\$ -	\$ -	\$ 5,864.58	\$ -	\$ 5,864.58
3. Consultants	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 292.50	\$ -	\$ 292.50	\$ -	\$ -	\$ -	\$ 292.50	\$ -	\$ 292.50
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 997.50	\$ -	\$ 997.50	\$ -	\$ -	\$ -	\$ 997.50	\$ -	\$ 997.50
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 2,740.50	\$ -	\$ 2,740.50	\$ -	\$ -	\$ -	\$ 2,740.50	\$ -	\$ 2,740.50
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Postage	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ -	\$ -	\$ 68.00	\$ -	\$ 68.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 445.50	\$ -	\$ 445.50	\$ -	\$ -	\$ -	\$ 445.50	\$ -	\$ 445.50
10. Marketing/Communications	\$ 31,814.00	\$ -	\$ 31,814.00	\$ -	\$ -	\$ -	\$ 31,814.00	\$ -	\$ 31,814.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 81,274.36	\$ -	\$ 81,274.36	\$ -	\$ -	\$ -	\$ 81,274.36	\$ -	\$ 81,274.36
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct @ 10%	\$ -	\$ 14,659.09	\$ 14,659.09	\$ -	\$ -	\$ -	\$ -	\$ 14,659.09	\$ 14,659.09
<b>TOTAL</b>	\$ <b>146,590.91</b>	\$ <b>14,659.09</b>	\$ <b>161,250.00</b>	\$ -	\$ -	\$ -	\$ <b>146,590.91</b>	\$ <b>14,659.09</b>	\$ <b>161,250.00</b>

Indirect As A Percent of Direct

10.0%

\$ (14,659.09)

Contractor Initials   
Date 11/30/19

New Hampshire Department of Health and Human Services

Contractor name NH Children's Trust, Inc.


Budget Request for: Facilitating Organization for FRCs - Kinship (CDC Funding thru 06.30.20)

Budget Period: Oct 1, 2019 - June 30, 2020

Line/Item	Total Program Cost			Contractor Share / Match			Funded by DHHS / Contractor Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,794.82	\$ -	\$ 41,794.82	\$ -	\$ -	\$ -	\$ 41,794.82	\$ -	\$ 41,794.82
2. Employee Benefits	\$ 10,866.88	\$ -	\$ 10,866.88	\$ -	\$ -	\$ -	\$ 10,866.88	\$ -	\$ 10,866.88
3. Consultants	\$ 510.00	\$ -	\$ 510.00	\$ -	\$ -	\$ -	\$ 510.00	\$ -	\$ 510.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 552.50	\$ -	\$ 552.50	\$ -	\$ -	\$ -	\$ 552.50	\$ -	\$ 552.50
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 7,350.00	\$ -	\$ 7,350.00	\$ -	\$ -	\$ -	\$ 7,350.00	\$ -	\$ 7,350.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 23,294.00	\$ -	\$ 23,294.00	\$ -	\$ -	\$ -	\$ 23,294.00	\$ -	\$ 23,294.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,217.50	\$ -	\$ 1,217.50	\$ -	\$ -	\$ -	\$ 1,217.50	\$ -	\$ 1,217.50
6. Travel	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
7. Occupancy	\$ 7,958.50	\$ -	\$ 7,958.50	\$ -	\$ -	\$ -	\$ 7,958.50	\$ -	\$ 7,958.50
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 510.00	\$ -	\$ 510.00	\$ -	\$ -	\$ -	\$ 510.00	\$ -	\$ 510.00
Postage	\$ 187.00	\$ -	\$ 187.00	\$ -	\$ -	\$ -	\$ 187.00	\$ -	\$ 187.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,508.70	\$ -	\$ 1,508.70	\$ -	\$ -	\$ -	\$ 1,508.70	\$ -	\$ 1,508.70
10. Marketing/Communications	\$ 59,196.00	\$ -	\$ 59,196.00	\$ -	\$ -	\$ -	\$ 59,196.00	\$ -	\$ 59,196.00
11. Staff Education and Training	\$ 18,350.00	\$ -	\$ 18,350.00	\$ -	\$ -	\$ -	\$ 18,350.00	\$ -	\$ 18,350.00
12. Subcontracts/Agreements	\$ 435,690.46	\$ -	\$ 435,690.46	\$ -	\$ -	\$ -	\$ 435,690.46	\$ -	\$ 435,690.46
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Summit, Conference Costs & Scholarships	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Indirect As A Percent of Direct @ 10%	\$ -	\$ 62,998.64	\$ 62,998.64	\$ -	\$ -	\$ -	\$ -	\$ 62,998.64	\$ 62,998.64
<b>TOTAL</b>	<b>\$ 629,886.38</b>	<b>\$ 62,998.64</b>	<b>\$ 692,885.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 629,886.38</b>	<b>\$ 62,998.64</b>	<b>\$ 692,885.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials   
 Date 11/30/19

New Hampshire Department of Health and Human Services

Contractor name NH Children's Trust

Budget Request for: Strengthening Families Framework (SFF) Services

Budget Period: SFY2021

Line/Item	Total Program Cost			Contractor Share // Match			Funded by DHHS/contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 19,790.00	\$ 4,250.00	\$ 24,040.00	\$ -	\$ -	\$ -	\$ 19,790.00	\$ 4,250.00	\$ 24,040.00
2. Employee Benefits	\$ 4,950.00	\$ 1,060.00	\$ 6,010.00	\$ -	\$ -	\$ -	\$ 4,950.00	\$ 1,060.00	\$ 6,010.00
3. Consultants	\$ 17,255.00	\$ -	\$ 17,255.00	\$ -	\$ -	\$ -	\$ 17,255.00	\$ -	\$ 17,255.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950.00	\$ -	\$ 950.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 585.00	\$ 250.00	\$ 815.00	\$ -	\$ -	\$ -	\$ 585.00	\$ 250.00	\$ 815.00
6. Travel	\$ 400.00	\$ 200.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 200.00	\$ 600.00
7. Occupancy	\$ 1,950.00	\$ 585.00	\$ 2,515.00	\$ -	\$ -	\$ -	\$ 1,950.00	\$ 585.00	\$ 2,515.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 195.00	\$ 75.00	\$ 270.00	\$ -	\$ -	\$ -	\$ 195.00	\$ 75.00	\$ 270.00
Postage	\$ -	\$ 75.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ 75.00
Subscriptions	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00
Audit and Legal	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ 800.00
Insurance	\$ -	\$ 265.00	\$ 265.00	\$ -	\$ -	\$ -	\$ -	\$ 265.00	\$ 265.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 9,250.00	\$ -	\$ 9,250.00	\$ -	\$ -	\$ -	\$ 9,250.00	\$ -	\$ 9,250.00
11. Staff Education and Training	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00
12. Subcontracts/Agreements	\$ 33,900.00	\$ -	\$ 33,900.00	\$ -	\$ -	\$ -	\$ 33,900.00	\$ -	\$ 33,900.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 90,910.00</b>	<b>\$ 9,090.00</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90,910.00</b>	<b>\$ 9,090.00</b>	<b>\$ 100,000.00</b>

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services

Contractor name: NH Children's Trust, Inc.

Budget Request for: Facilitating Organization for FRCs - Kinship (DCYF Funding thru 06.30.19)

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS / Contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 68,170.19	\$ -	\$ 68,170.19	\$ -	\$ -	\$ -	\$ 68,170.19	\$ -	\$ 68,170.19
2. Employee Benefits	\$ 17,193.96	\$ -	\$ 17,193.96	\$ -	\$ -	\$ -	\$ 17,193.96	\$ -	\$ 17,193.96
3. Consultants	\$ 540.00	\$ -	\$ 540.00	\$ -	\$ -	\$ -	\$ 540.00	\$ -	\$ 540.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 585.00	\$ -	\$ 585.00	\$ -	\$ -	\$ -	\$ 585.00	\$ -	\$ 585.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,895.00	\$ -	\$ 1,895.00	\$ -	\$ -	\$ -	\$ 1,895.00	\$ -	\$ 1,895.00
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
7. Occupancy	\$ 5,709.36	\$ -	\$ 5,709.36	\$ -	\$ -	\$ -	\$ 5,709.36	\$ -	\$ 5,709.36
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 540.00	\$ -	\$ 540.00	\$ -	\$ -	\$ -	\$ 540.00	\$ -	\$ 540.00
Postage	\$ 165.00	\$ -	\$ 165.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ 165.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,778.60	\$ -	\$ 3,778.60	\$ -	\$ -	\$ -	\$ 3,778.60	\$ -	\$ 3,778.60
10. Marketing/Communications	\$ 31,988.00	\$ -	\$ 31,988.00	\$ -	\$ -	\$ -	\$ 31,988.00	\$ -	\$ 31,988.00
11. Staff Education and Training	\$ 7,400.00	\$ -	\$ 7,400.00	\$ -	\$ -	\$ -	\$ 7,400.00	\$ -	\$ 7,400.00
12. Subcontracts/Agreements	\$ 105,396.68	\$ -	\$ 105,396.68	\$ -	\$ -	\$ -	\$ 105,396.68	\$ -	\$ 105,396.68
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct @ 10%	\$ -	\$ 24,546.19	\$ 24,546.19	\$ -	\$ -	\$ -	\$ -	\$ 24,546.19	\$ 24,546.19
<b>TOTAL</b>	<b>\$ 245,461.81</b>	<b>\$ 24,546.19</b>	<b>\$ 270,008.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 245,461.81</b>	<b>\$ 24,546.19</b>	<b>\$ 270,008.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials *CS*  
 Date *11/30/19*

New Hampshire Department of Health and Human Services

Contractor name NH Children's Trust, Inc.

Budget Request for: Facilitating Organization for FRCs - Kinship (CDC Funding thru 06.30.21)

Budget Period: July 1, 2020 - June 30, 2021

Line/Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 70,441.00	\$ -	\$ 70,441.00	\$ -	\$ -	\$ -	\$ 70,441.00	\$ -	\$ 70,441.00
2. Employee Benefits	\$ 18,306.60	\$ -	\$ 18,306.60	\$ -	\$ -	\$ -	\$ 18,306.60	\$ -	\$ 18,306.60
3. Consultants	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ -	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 10,353.00	\$ -	\$ 10,353.00	\$ -	\$ -	\$ -	\$ 10,353.00	\$ -	\$ 10,353.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 81.20	\$ -	\$ 81.20	\$ -	\$ -	\$ -	\$ 81.20	\$ -	\$ 81.20
10. Marketing/Communications	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
11. Staff Education and Training	\$ 5,400.00	\$ -	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,400.00	\$ -	\$ 5,400.00
12. Subcontracts/Agreements	\$ 486,404.56	\$ -	\$ 486,404.56	\$ -	\$ -	\$ -	\$ 486,404.56	\$ -	\$ 486,404.56
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Summit, Conference Costs & Scholarships	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Indirect As A Percent of Direct @ 10%	\$ -	\$ 62,998.64	\$ 62,998.64	\$ -	\$ -	\$ -	\$ -	\$ 62,998.64	\$ 62,998.64
<b>TOTAL</b>	\$ 629,988.36	\$ 62,998.64	\$ 692,985.00	\$ -	\$ -	\$ -	\$ 629,988.36	\$ 62,998.64	\$ 692,985.00

Indirect As A Percent of Direct

10.0%

Contractor Initials CS  
 Date 11/30/19

**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 CHILDREN'S TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 2010. 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: 625893

Certificate Number: 0004507189



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of NH Children's Trust, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/22/2019:  
(Date)

RESOLVED: That the Executive Director  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30 day of Nov., 2019.  
(Date Contract Signed)

4. Cliff Simmonds is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 30 day of NOV, 2019.

By Jennifer Cronin  
(Name of Elected Officer of the Agency)

Dale E Chase  
(Notary Public/Justice of the Peace)

(NOTARY SEAL):



Commission Expires:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2019

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Eleanor Spinazzola <b>PHONE (AC, No, Ext):</b> (803) 293-2791 <b>FAX (AC, No):</b> (803) 293-7188 <b>E-MAIL ADDRESS:</b> Eleanor.spinazzola@esinsurance.net	
<b>INSURED</b> New Hampshire Children's Trust 10 Ferry St Ste 315 Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Co NAIC # 29459 <b>INSURER B:</b> Hartford Underwriters Insuranc 30104 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 2019-20 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	ADDITIONAL INSURED	SUBR	Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y			045BAAC7049	05/09/2019	05/09/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 DATA BREACH \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N	04WECAD0ZWK	05/09/2019	05/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate holder is an additional insured (CGL) as required by a signed contract with the named insured. 30 day cancellation notice.

## CERTIFICATE HOLDER

## CANCELLATION

NH DHHS; State of New Hampshire 129 Pleasant St Concord NH 03301-6504	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 
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2019

**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.**

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Eleanor Spinazzola <b>PHONE (AC, Ho, Ext):</b> (603) 293-2791 <b>FAX (AC, No):</b> (603) 293-7188 <b>EMAIL:</b> Eleanor.spinazzola@esinsurance.net <b>ADDRESS:</b> <b>PRODUCER CUSTOMER ID:</b> 00002908															
<b>INSURED</b> New Hampshire Children's Trust 10 Ferry St Ste 315 Concord NH 03301		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Co	29459	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Twin City Fire Insurance Co	29459																
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**                                      **CERTIFICATE NUMBER:** 2019-20                                      **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Loc# 00001 Bldg# 00001: 10 FERRY ST STE 315 CONCORD NH 033015004

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS	04SBAAC7049	05/09/2019	05/09/2020	<input type="checkbox"/> BUILDING	\$
	<input type="checkbox"/> BASIC BUILDING				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 35,200
	<input type="checkbox"/> BROAD CONTENTS				<input type="checkbox"/> BUSINESS INCOME	\$
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET PERS PROP	\$
				<input type="checkbox"/> BLANKET BLDG & PP	\$	
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS	TYPE OF POLICY				\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
	<input type="checkbox"/> CRIME					\$
	<input type="checkbox"/> TYPE OF POLICY					\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$

**SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is an additional insured (CGL) as required by a signed contract with the named insured. 30 day cancellation notice.

<b>CERTIFICATE HOLDER</b>  NH DHHS: State of New Hampshire 129 Pleasant St  Concord NH 03301-6504	<b>CANCELLATION</b>  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  
--	--

**New Hampshire Children's Trust**

**Mission Statement:** The New Hampshire Children's Trust leads the drive to ensure safe, stable, and nurturing relationships and environments for children by educating, advocating, and collaborating.

**Vision:** We envision a New Hampshire where all children grow up free from abuse and neglect.

**NEW HAMPSHIRE CHILDREN'S TRUST, INC.**

Financial Statements.

For the Year Ended December 31, 2017

(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 Children's Trust, Inc.

### **Report on the Financial Statements**

We have audited the accompanying financial statements of New Hampshire Children's Trust, Inc., which comprise the statement of financial position as of December 31, 2017, 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 assess-

ments, 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 Children's Trust, Inc. as of December 31, 2017, 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 Children's Trust Inc.'s 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 1, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Melanson Heath*

April 30, 2018

NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Statement of Financial Position  
 December 31, 2017  
 (with comparative totals as of December 31, 2016)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>	<u>2016</u>
<b>Current Assets:</b>					
Cash and cash equivalents	\$ 361,054	\$ 31,481	\$ -	\$ 392,535	\$ 402,814
Accounts receivable	3,500	-	-	3,500	2,563
Loan receivable	10,000	-	-	10,000	10,000
Prepaid expenses	2,281	-	-	2,281	2,826
Other current assets	<u>3,820</u>	<u>-</u>	<u>-</u>	<u>3,820</u>	<u>3,820</u>
Total Current Assets	380,655	31,481	-	412,136	422,023
<b>Property and Equipment:</b>					
Property and equipment	20,291	-	-	20,291	24,705
Less: accumulated depreciation	<u>(17,208)</u>	<u>-</u>	<u>-</u>	<u>(17,208)</u>	<u>(21,988)</u>
Property and Equipment, Net	3,083	-	-	3,083	2,717
Beneficial Interest	<u>-</u>	<u>-</u>	<u>1,483,253</u>	<u>1,483,253</u>	<u>1,361,938</u>
Total Assets	<u>\$ 383,738</u>	<u>\$ 31,481</u>	<u>\$ 1,483,253</u>	<u>\$ 1,898,472</u>	<u>\$ 1,786,678</u>
 <u>LIABILITIES AND NETASSETS</u>					
<b>Current Liabilities:</b>					
Accounts payable	\$ 11,282	\$ -	\$ -	\$ 11,282	\$ 25,482
Accrued expenses	22,744	-	-	22,744	24,410
Deferred revenue	<u>1,500</u>	<u>-</u>	<u>-</u>	<u>1,500</u>	<u>-</u>
Total Current Liabilities	35,526	-	-	35,526	49,892
<b>Net Assets:</b>					
<b>Unrestricted:</b>					
Undesignated	168,199	-	-	168,199	174,664
Board designated	180,013	-	-	180,013	180,013
Temporarily restricted	-	31,481	-	31,481	20,171
Permanently restricted	<u>-</u>	<u>-</u>	<u>1,483,253</u>	<u>1,483,253</u>	<u>1,361,938</u>
Total Net Assets	<u>348,212</u>	<u>31,481</u>	<u>1,483,253</u>	<u>1,862,946</u>	<u>1,736,786</u>
Total Liabilities and Net Assets	<u>\$ 383,738</u>	<u>\$ 31,481</u>	<u>\$ 1,483,253</u>	<u>\$ 1,898,472</u>	<u>\$ 1,786,678</u>

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

NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Statement of Activities  
 For the Year Ended December 31, 2017  
 (with comparative totals for the year ended December 31, 2016)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>	<u>2016</u>
<b>Support and Revenue:</b>					
Support:					
Grants and contributions	\$ 172,648	\$ 46,500	\$ 500	\$ 219,648	\$ 235,238
Government grants	217,974	-	-	217,974	212,873
Designated endowment distributions	38,831	-	-	38,831	38,385
In-kind contributions	37,292	-	-	37,292	54,637
Revenue:					
Service fees	25,857	-	-	25,857	17,480
Other income	42	-	-	42	-
Net assets released from restriction	<u>35,190</u>	<u>(35,190)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	527,834	11,310	500	539,644	558,613
<b>Expenses:</b>					
Program services	379,309	-	-	379,309	427,417
General and administrative	119,430	-	-	119,430	133,107
Fundraising	<u>92,655</u>	<u>-</u>	<u>-</u>	<u>92,655</u>	<u>83,448</u>
Total Expenses	591,394	-	-	591,394	643,970
Change in Net Assets from Operations	(63,560)	11,310	500	(51,750)	(85,357)
<b>Non-operating items:</b>					
Interest	1,179	-	-	1,179	1,068
Beneficial interest (NHCF agency endowment):					
Investment earnings	-	-	185,819	185,819	95,749
Investment fees	-	-	(8,088)	(9,088)	(8,938)
Reclassification/disbursement	<u>55,916</u>	<u>-</u>	<u>(55,916)</u>	<u>-</u>	<u>-</u>
Total Non-operating items	<u>57,095</u>	<u>-</u>	<u>120,815</u>	<u>177,910</u>	<u>87,879</u>
Change in Net Assets	(6,485)	11,310	121,315	126,160	2,522
Net Assets, Beginning of Year	<u>354,877</u>	<u>20,171</u>	<u>1,381,938</u>	<u>1,736,786</u>	<u>1,734,264</u>
Net Assets, End of Year	<u>\$ 348,212</u>	<u>\$ 31,481</u>	<u>\$ 1,483,253</u>	<u>\$ 1,862,946</u>	<u>\$ 1,736,786</u>

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



NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Statement of Functional Expenses  
For the Year Ended December 31, 2017  
(with comparative totals for the year ended December 31, 2016)

	Program Services					2017	2016
	Family Strengthening and Support	Community Education and Advocacy	Total Program Services	General and Administrative	Fundraising		
Salaries	\$ 116,220	\$ 100,518	\$ 216,738	\$ 68,054	\$ 54,016	\$ 338,808	\$ 360,539
Payroll taxes	8,888	7,888	16,772	3,994	3,967	24,733	26,262
Benefits	15,041	13,290	28,331	7,039	6,699	42,069	34,676
Total payroll and related expenses	140,147	121,694	261,841	79,087	64,682	405,610	421,477
Board expenses	-	-	-	860	-	860	651
Dues and subscriptions	250	474	724	3,010	-	3,734	3,834
Depreciation	230	919	1,149	499	584	2,232	3,255
Equipment	4,314	3,811	8,125	1,909	1,930	11,964	11,936
Information technology	2,125	1,877	4,002	940	950	5,892	6,010
In-kind services and donations:							
Baby hats	32,045	-	32,045	-	-	32,045	9,118
Legal services	-	-	-	155	-	155	211
Public service announcements	-	-	-	-	3,585	3,585	30,550
Supplies	1,507	-	1,507	-	-	1,507	14,758
Insurance	205	181	386	1,518	92	1,996	1,995
Miscellaneous	339	20	359	1,052	634	2,045	1,232
Office expense	3,024	1,529	4,553	7,609	3,584	15,746	20,798
Postage and mailing	328	298	626	194	1,907	2,727	2,807
Printing and copying	1,077	153	1,230	77	988	2,295	1,856
Prevention strategies	26,299	4,155	30,454	892	6,533	37,879	32,669
Professional and contracted services	1,929	1,319	3,248	12,408	1,936	17,592	34,245
Professional development	2,869	3,134	6,003	3,674	80	9,757	8,916
Rent	8,703	7,688	16,389	3,852	3,893	24,134	28,141
Telephone and internet	1,480	1,307	2,787	655	662	4,104	4,121
Travel	1,883	1,998	3,881	1,039	615	5,535	7,390
Total Functional Expenses	\$ 228,754	\$ 150,555	\$ 379,309	\$ 119,430	\$ 92,655	\$ 591,394	\$ 643,970

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

NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Statement of Cash Flows  
 For the Year Ended December 31, 2017  
 (with comparative totals for the year ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 126,160	\$ 2,522
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	2,232	3,255
Change in beneficial interest	(121,315)	(31,547)
Changes in operating assets and liabilities:		
Accounts receivable	(937)	470
Prepaid expenses	545	3,892
Accounts payable	(14,200)	11,340
Accrued expenses	(1,666)	(7)
Deferred revenue	<u>1,500</u>	<u>-</u>
Net Cash Used By Operating Activities	(7,681)	(10,075)
Cash Flows From Investing Activities:		
Loan to NH Community Loan Fund	-	(10,000)
Purchase of fixed assets	<u>(2,598)</u>	<u>(1,326)</u>
Net Cash Used By Investing Activities	<u>(2,598)</u>	<u>(11,326)</u>
Net Change in Cash and Cash Equivalents	(10,279)	(21,401)
Cash and Cash Equivalents, Beginning	<u>402,814</u>	<u>424,215</u>
Cash and Cash Equivalents, Ending	<u>\$ 392,535</u>	<u>\$ 402,814</u>

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

# NEW HAMPSHIRE CHILDREN'S TRUST, INC.

## Notes to Financial Statements

For the Year Ended December 31, 2017

### 1. Description of Organization

**Vision for New Hampshire** - We envision a New Hampshire where all children grow up free from abuse and neglect.

**Mission** - We lead the drive to ensure safe, stable, and nurturing relationships and environments for children by educating, advocating, and collaborating.

The New Hampshire Children's Trust, Inc. (the Organization) is mandated as the Governor's Designated Statewide Prevention Agency under Community-Based Child Abuse Prevention (CBCAP) as the New Hampshire chapter of Prevent Child Abuse America (PCAA), and as a member of the National Alliance of Children's Trust and Prevention Funds (the Alliance). Founded in 1986 as the New Hampshire Children's Trust Fund, a quasi-governmental organization, the agency transitioned to the New Hampshire Children's Trust, Inc., a 501(c)(3) nonprofit corporation, in 2011.

The Organization launched a five-year strategic plan in 2017 based on the Center for Disease Control and Prevention's *Essentials for Childhood*. We will be focusing on the following through 2021. These goals have been developed with extensive input from New Hampshire constituents and partners and are rooted in the best public health practices.

Community Education and Advocacy. This strategy focuses on the Community and Society domains of the Public Health Social-Ecological Framework. Informed by the latest research and best practices in child abuse and neglect prevention, it provides education and support to elected officials; community, faith and business leaders; parents; providers; and concerned citizens. It includes public education campaigns such as My Voice Matters and Pinwheels for Prevention and calls citizens to take actions so every child can thrive in a safe, stable and nurturing family and community.

**Goal 1: Advocacy** - The Organization will build a robust advocacy movement to ensure families have access to high-quality evidence-informed child and family support policies, practices, and services.

**Goal 2: Social Norms Change** - The Organization will promote positive community norms with individuals, families, professionals, state leaders,

and decision-makers to ensure safe, stable, and nurturing relationships and environments for all New Hampshire children.

Family Strengthening and Support. Caring communities that support and strengthen families reduce the incidence of child abuse and neglect and promote positive futures for all. This strategy focuses on the Family and Individual domains of the Public Health Social-Ecological Framework. It includes the national evidence-based Period of Purple Crying program, the national evidence-informed Strengthening Families Framework, the national evidence-informed Standards of Quality for Family Support and Strengthening Programs, as well as other trainings and technical assistance that help providers assist families with developing skills, confidence and the ability to be resilient.

*Goal 3: Family Support and Strengthening Professional Development –* The Organization will strengthen the proficiency, visibility, accessibility, and efficiency of the family support and strengthening field to effectively serve families.

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

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

## 2. Significant Accounting Policies

The Organization prepares its financial statements in accordance with Generally Accepted Accounting Principles promulgated in the United States of America (GAAP) for not-for-profit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the financial statements.

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

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2016, from which the summarized information was derived.

### ***Cash and Cash Equivalents***

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions.

### ***Receivables***

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). No allowance for doubtful accounts has been recorded, as management believes receivables to be fully collectable.

### ***Property and Equipment***

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$500 or more and a useful life when acquired of more than three years. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which is three to five years.

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

### ***Beneficial Interest***

The Organization is the beneficiary of an agency endowment fund held at the New Hampshire Charitable Foundation. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are to be used to plan and initiate programs to prevent child abuse and neglect. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

### ***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* - Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets

are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

*Temporarily Restricted Net Assets* - Temporarily restricted net assets are resources that are restricted by a donor for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this class if the donor limited their use. When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

*Permanently Restricted Net Assets* - Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity are classified in this net asset class, as is the Organization's beneficial interest in a perpetual charitable trust.

#### ***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. 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 goods are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed. As of December 31, 2017, donated goods were valued at \$33,552 and are included as in-kind contributions in the Statement of Activities.

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 fundraising 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. Donated services with an estimated fair value of \$3,740 met those criteria and are included as in-kind contributions in the Statement of Activities.

### ***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 Grant 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.

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

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

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 Children's Trust, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

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

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended December 31, 2017, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### ***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, 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. Accordingly, actual results may differ from those estimates.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash and money market accounts with financial institutions believed to be creditworthy. The Organization carefully manages its bank accounts and monitors deposits to ensure insurance limits are not exceeded. 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.

### ***Fair Value Measurements***

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, estab-



lished by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities 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:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- recurring measurement of loan receivable (Note 3).
- recurring measurement of beneficial interest (Note 4).

### **3. Loan Receivable**

In 2016, the Organization entered in to an unsecured \$10,000 loan agreement with the New Hampshire Community Loan Fund (the Fund), with a maturity date of June 30, 2017. On July 1, 2017, the loan was renewed with a maturity date of June 30, 2018. Interest is compounded annually at a rate of 1% per annum. The Fund is a nonprofit voluntary corporation that provides services to lower income households and disadvantaged people in the form of housing, educational resources, and financing for community based development projects. The Organization believes the Fund directly implements the Center for the Study of Social Policy's Strengthening Families' Protective Factors by providing concrete supports to these families in times of need and increasing their social connections. Through the Fund's financial support of

other community organizations, it also helps indirectly with the implementation of the Strengthening Families Framework last two Protective Factors: Parental Resilience, Knowledge of Parenting and Child Development, and Social and Emotional Competence of Children.

As discussed in Note 2, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 3 is for assets measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the asset. The estimated fair value of the loan receivable at December 31, 2017 was \$10,000. The following is a summary of loan receivable fair value measurements using significant unobservable inputs (Level 3):

Beginning Balance, January 1, 2017	\$ 10,000
Additions	-
Reductions	-
Transfers in to Level 3	-
Ending Balance, December 31, 2017	<u>\$ 10,000</u>

#### 4. Beneficial Interest

The Organization is the beneficiary of an agency endowment fund created by New Hampshire RSA169-C:39-c and held at the New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing this fund, property contributed to the New Hampshire Charitable Foundation is held as a separate fund specifically for the benefit of the Organization. A second agency endowment fund, the Lucy Fowlkes Breed Legacy Fund, was created in 2010. In accordance with its spending policy, the Foundation makes distributions from these funds to the Organization.

The beneficial interest is reported at its fair value, which is estimated as the fair value of the underlying trust assets. As discussed in Note 2, because there are no observable market transactions for assets similar to the beneficial interest and because the trust cannot be redeemed, the valuation technique used by the Organization is a Level 3 fair value measure.

	General Endowment	Lucy Fowlkes Breed Legacy Fund	Total
Beneficial interest, beginning of year	\$ 1,350,158	\$ 11,780	\$ 1,361,938
Contributions	-	500	500
Investment return	184,212	1,607	185,819
Amount distributed to the Organization	(55,432)	(484)	(55,916)
Foundation fees	<u>(8,988)</u>	<u>(100)</u>	<u>(9,088)</u>
Beneficial interest, end of year	<u>\$ 1,469,950</u>	<u>\$ 13,303</u>	<u>\$ 1,483,253</u>

The change in the fair value of the beneficial interest is recognized in permanently restricted net assets in the Statement of Activities.

**5. Accrued Expenses**

Accrued expenses at December 31, 2017 consist primarily of accrued salaries and accrued earned time.

**6. Line of Credit**

The Organization has a line of credit with a bank that is secured by all assets of the Organization. The line is stated for maximum borrowings of \$50,000 with monthly payments of 2.00% of the outstanding principal balance or \$25, whichever is greater, plus all accrued interest. Interest is variable based upon changes in an independent index, which is the highest U.S. Prime Rate, and is calculated using a rate of 1.5% over the index. At December 31, 2017, \$50,000 was available on this line through April 19, 2018.

**7. Board Designated Net Assets**

This reserve fund is designated to 1) meet the Organization's operational demands given its uneven annual cash flow cycle; 2) be prepared for managing uncertainties associated with federal funding; and 3) be positioned to take advantage of opportunities for new initiatives and program expansion. Any interim use of these funds when they are used to assist with the Organization's cash flow should be replaced within sixty days. The funds are held in a money market account.

**8. Temporarily Restricted Net Assets**

Temporarily restricted net assets activity during the year ended December 31, 2017 is as follows:

	Total Balance <u>1/1/2017</u>	Contributions	Program Releases	Total Balance <u>12/31/2017</u>
My Voice Matters	\$ 10,482	\$ -	\$ (6,001)	\$ 4,481
Strengthening Families Framework	7,500	22,000	(7,500)	22,000
Other	<u>2,189</u>	<u>24,500</u>	<u>(21,689)</u>	<u>5,000</u>
Total	<u>\$ 20,171</u>	<u>\$ 46,500</u>	<u>\$ (35,190)</u>	<u>\$ 31,481</u>

9. **Permanently Restricted Net Assets**

Permanently restricted net assets at December 31, 2017 are comprised of the beneficial interest held at the New Hampshire Charitable Foundation (see Note 4).

10. **Grant Revenue**

*Federal Grant Revenue*

The Organization was awarded a federal Community-Based Child Abuse Prevention (CBCAP) grant from the U.S. Department of Health and Human Services in the amount of \$220,839 during the year ended December 31, 2016 for the period October 1, 2016 through September 30, 2017. These funds are from the Child Abuse Prevention and Treatment Act Title II program and allocated to the states on a per child formula. Since 1996, the New Hampshire Governor has designated the New Hampshire Children's Trust, Inc. as the State Lead Agency eligible to apply for and receive these funds. The Organization has drawn down the full amount of the funding. The Organization was awarded \$209,377 during the year ended December 31, 2017, for the period October 1, 2017 through September 30, 2018. Twenty-five percent of these funds were expended by year-end. The CBCAP funds were used to strengthen and improve prevention programs and activities.

11. **Retirement Plan**

During the year ended December 31, 2017, the Organization participated in a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization who have worked at least 1,000 hours during the 12-month period immediately following the date of hire. In 2017, the Organization's Board of Directors voted to contribute 3% of gross salaries to the plan for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were \$10,568 for the year ended December 31, 2017.

12. **Designated Funds with New Hampshire Charitable Foundation**

The Organization is the beneficiary of three designated funds held at the New Hampshire Charitable Foundation (the Foundation). Under these agreements, amounts that are donor designated for this purpose are transferred permanently to the Foundation. In accordance with FASB ASC 958-605-25, amounts received for the endowment fund are not recorded as income and are not included as assets in these financial statements. Rather, the contributions are recorded as assets and as income of the Foundation. The fair market value of these endowment funds are as follows:

GPCF Child Abuse Fund	\$ 310,067
Lou and Lutza Smith Endowment Fund	431,667
Lou and Lutza Smith Administrative Endowment Fund	<u>287,715</u>
Total	<u>\$ 1,029,449</u>

In accordance with its spending policy, the Foundation makes distributions from the funds to the Organization to offset its supporting services expenses. Total distributions received were \$38,831 for the year ended December 31, 2017.

**13. Operating Leases**

In August 2016, the Organization renewed the lease on its office space for a five-year period. As part of the agreement, the Organization is also required to pay monthly estimated real estate taxes based on its proportionate share of the leased office space. Rent expense was \$24,134 for the year ended December 31, 2017. The following is a schedule of future minimum rental payments:

<u>Year</u>	<u>Amount</u>
2018	\$ 22,680
2019	23,520
2020	24,360
2021	<u>24,360</u>
Total future minimum rental payments	<u>\$ 94,920</u>

In 2014, the Organization entered into a 60-month non-cancellable lease agreement for office equipment, scheduled to expire in 2018. Monthly rental payments change annually on February 1, based on usage. In 2017, the Organization paid \$912 in January and then \$963 per month thereafter. During the year ended December 31, 2017, equipment rental expense totaled \$11,505.

**14. 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 year ended December 31, 2017, federal grants accounted for 40% of total operating revenues. The Board of Directors has recognized an increased risk in the potential for reductions in federal funding and has implemented a sustainability plan. The plan includes 1) reducing the percentage of federal revenue by increasing grants and contributions, and program service fee revenues; and 2) building undesignated and Board designated reserve funds with a balance equal to six months of operations.

15. **Agreement with New Hampshire Division for Children, Youth, and Families**

The Organization acts as an agent on behalf of the New Hampshire Division for Children, Youth, and Families (DCYF), where the Organization purchases goods or pays for services when authorized and requested by DCYF. These requests are referred to as "flex fund" requests and DCYF reimburses the Organization for the purchases or payments. DCYF determines the families that are eligible to receive the goods or services. Whereas the Organization is acting in a fiscal agent capacity, the activity under this agreement is not recorded as revenues and expenses, in accordance with accounting standards. Total activity in 2017 amounted to \$44,452.

16. **Subsequent Events**

Subsequent events have been evaluated through April 30, 2018, which is the date the financial statements were available to be issued.

**NH Children's Trust Board of Directors:**

Mary Ann Aldrich (Vice Chair)

Jessica Wohlers Barlow (LOA)

Rep. Frederick Berrien, MD

Jenn Cronin (Secretary)

Claudia Ferber

Sarah Fox, ESQ

Sooze Hodgson, MD

Mary Jane Keane (At Large, Executive Committee)

Mark Knights, ESQ

Erin Maskwa

Adam Memmolo

Matt Mowry

Stephen Murray, CFA

Lara Quiroga, M.ED. (Board Chair)

Sarah Sadowski (LOA)

Mike St. Onge (Treasurer)

Mandi Werner, ESQ

**MISSION STATEMENT**

My mission as a nonprofit professional is to maximize the impact of a nonprofit organization and the effectiveness of their staff, programs and key stakeholders. I seek a leadership position that requires my extensive nonprofit management experience, communications skills, leadership ability and passion for helping others to forge effective strategies for meeting organizational goals and objectives.

**QUALIFICATIONS SUMMARY**

- Innovative team leader and motivator with strong management skills and 30 years of experience spanning the environmental, nonprofit and business sectors.
- Highly accomplished Executive Director with 18 years experience successfully directing two well-known nonprofits in New England.
- Proven track record building relationships in the community and creatively accomplishing goals through strategic planning, fundraising initiatives, program management and outreach.
- Strong business acumen with an emphasis on nonprofit administration and management.

**BUSINESS EXPERIENCE**

**Agassiz Village, Lexington, MA**  
*Executive Director*

**2010-present**

- Currently leading the strategic vision, financial growth and stabilization of this 83-year-old residential summer camp for underserved youth in the greater Boston area.
- Restructured and enhanced all operational aspects of the organization through an intensive strategic planning process, including restructuring of board governance, financial systems and program delivery.
- Secured in-kind services for strategic planning & governance, website restructuring, branding/marketing, and outcomes & measures valued at over \$500,000.
- Cultivated key partnerships with local and national organizations to expand reach into target communities, increase funding and bolster mission delivery.
- Led the development of an industry-leading Social & Emotional Learning outcomes program to measure program success.
- Achieved 100% increase in contributions and grants, 215% increase in special events revenue, and an overall increase of 80% in total income.

**Beaver Brook Association, Hollis, NH**  
*Executive Director*  
[www.beaverbrook.org](http://www.beaverbrook.org)

**2000-2010**

- Led the successful reorganization and expansion of operations, programming and funds development doubling program participation, donor base and revenues in three years for this environmental education and land stewardship organization.
- Implemented Board governance protocols and operational procedures to improve efficiencies and minimize expenses. Restructuring education programs led to a 325% increase in revenues with a minimal increase in expenses.
- Spearheaded the development and execution of the organization's first capital campaign—reaching a goal of \$1.7 million to place conservation easements on 2,000 acres owned by the organization.
- Managed endowment funds and developed organizational investment policies.

**Environmental Resources Management, Ewing, NJ**

**1994-1999**



### ***Community Relations Manager***

- Counseled major corporate clients from the utilities, pharmaceutical, petrochemical, telecommunications and manufacturing industries on community relations outreach strategies.
- Developed and implemented comprehensive strategic communications plans for the successful completion of client projects, including hazardous waste clean up, eco-restoration and facilities siting.
- Plan implementation included organizing community action panels and public meetings, developing communications materials and orchestrating consensus building among community and governmental leaders.

**Dynamac Corporation, Philadelphia, PA**  
***Community Relations Specialist***

**1992-1994**

- Managed community and media relations for more than 24 United States Environmental Protection Agency (US EPA) hazardous waste sites under the Superfund law.
- Developed communications strategies and community relations plans to aid in the successful clean up of contaminated sites, including the second-most contaminated site in the US.
- Organized public meetings and developed and distributed communications materials in support of US EPA's technical plans and investigations. Demonstrated a strong proficiency in disseminating technical data and jargon for public consumption.

**Walter E. Fernald School, Waltham, MA**  
***Director of Communications and Volunteer Services***

**1988-1992**

*(The oldest publicly funded facility for adults with mental retardation in the western hemisphere, dating back to 1848.)*

- Managed all internal and external communications for a facility with 2,300 employees and 700 residents, including media relations, special events and communications and marketing materials.
- Developed and maintained an extensive volunteer services program, resulting in growth from 50 to 1,000 volunteers in less than three years.
- Successfully developed media crisis management protocols to improve the reputation of the facility and gain the support of key stakeholders, donors and families.

**United Way of Stamford, Stamford, CT**  
***Communications Associate and Photographer***

**1987-1988**

- Developed, wrote and designed newsletters, campaign updates and brochures.
- Assisted in planning and implementing special events.

### **EDUCATION**

Harvard Business School, Strategic Perspectives in Nonprofit Management  
Nonprofit Learning Institute, Associated Grant Makers  
Antioch College, Institute for Nonprofit Management Leadership Training  
Duquesne University, B.A., Public Relations

### **RECOGNITION/VOLUNTEER**

American Camp Association, New England - Board of Directors - 2019  
Souhegan Valley Chamber of Commerce Business of the Year Award – Beaver Brook Association  
Nashua River Watershed Association - "Forty on our Fortieth" Leadership Award

**NIH Children's Trust, Inc.**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cliff Simmonds	Executive Director	\$105,000 / year	16.5% Direct & Indirect in 2020 17.5% Direct & Indirect in 2021	\$18,178 in 2020 \$18,453 in 2021



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers  
Commissioner

Christine L. Santanelli  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 7, 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 Economic and Housing Stability, to enter into an agreement with New Hampshire Children's Trust, Inc., (Vendor # 218449), a nonprofit corporation with a place of business at 10 Ferry St., Suite 315, Concord, NH 03301, to provide Family Resource Center (FRC) facilitation and organization services in an amount not to exceed \$1,004,646, effective upon date of Governor and Executive Council approval, through June 30, 2021. 35.5% Federal Funds, 64.5% General Funds.

Funds are available in the following accounts for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, Division of Family Assistance, Employment Support

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 19	102-500731	Contracts for Prog Svc	45030357	104,167
SFY 19	102-500731	Contracts for Prog Svc	45030358	31,250
			Subtotal	\$135,417

05-95-042-421010-29730000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, Child Protection, Promoting Safe-Stable Families

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 19	102-500731	Contracts for Prog Svc	TBD	137,018
SFY 20	102-500731	Contracts for Prog Svc	TBD	82,211
			Subtotal	\$219,229

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, Child Protection, Child and Family Services

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 20	645-504004	General Funds for Other	TBD	325,000
SFY 21	645-504004	General Funds for Other	TBD	325,000
			Subtotal	\$650,000
			Total	\$1,004,646

## EXPLANATION

The purpose of this request is to seek approval for a vendor to act as a Facilitating Organization to provide coordination, support, training, and technical assistance for the implementation of operational and quality control standards for all FRCs statewide in order to increase the number of FRCs receiving the Family Resource Center of Quality (FRC-Q) designation and standardize FRC and FRC-Q delivery of services. The vendor will also provide support to kinship caregivers who are caring for family members because of placement by the Division of Children, Youth and Families (DCYF).

FRCs provide comprehensive services to parents and their children, including classes, developmental screenings, home visiting, parent-child groups, early learning centers, play groups, tax preparation assistance, information and referral services, after school assistance, medical and health education, and other programs that meet specific community needs. FRCs are open to the public and are especially supportive of families facing barriers such as limited financial resources and/or families that want to increase their engagement with community resources. It is the goal of all FRCs to strengthen families by promoting health, wellbeing, self-sufficiency, and positive parenting. FRC-Qs are FRCs that have met the Standards of Quality for Family Strengthening and Support, and received the Family Resource Center of Quality designation.

The vendor will be required to work with the statutorily established Wellness and Primary Prevention Council, Family Support NH, and the FRCs to provide support to FRCs in establishing practices that will allow the FRCs to meet the standards necessary to receive their FRC-Q designation. The vendor will provide FRCs with individual assessments, assistance in the development of plans to meet necessary standards, training, technical support, and other services as needed, all in an effort to increase the quality of services and ensure consistency across FRCs and FRC-Qs statewide.

The designation process ensures each FRC has a formal structure in place for the implementation of the Standards of Quality for Family Strengthening and Support, including policies, procedures, a plan for systemic integration, and the commitment of adequate resources. Designation applicants will focus on five protective factors: parental resilience; social connections; concrete supports in time of need; knowledge of parenting and child development; and social and emotional competence of children. Research has shown the presence of these protective factors leads to increased family stability, enhanced child development, and a reduction of child abuse and neglect.

The vendor will also develop Kinship Navigator positions, for use by FRCs and FRC-Qs, to assist those caring for family members because of DCYF placement. These Navigators will assess caregiver needs, provide outreach, engagement and community support services, and make referrals as needed. The Commission to Study Grandfamilies estimated that there are more than 12,000 grandparents raising grandchildren or great-grandchildren in NH, with many placements stemming from opioid crisis related issues. Kinship Navigators will provide a vital link to community services for these families.

The Department will use following performance measures and deliverables to measure the effectiveness of the agreement:

- An increase in the number of FRCs receiving the FRC-Q designation.
- Documented trainings, guidance, and supports for FRCs and FRC-Qs.
- The development and implementation of Kinship Navigator positions.
- Quarterly and annual reporting.

The Department selected New Hampshire Children's Trust, Inc. for this project through a competitive bid process. The Department posted a Request for Applications on The Department of Health and Human Services web site from December 21, 2018, through February 6, 2019. The Department received two applications. A team of individuals with program specific knowledge reviewed and scored the applications. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

Should the Governor and Executive Council not authorize this request, there will be no statewide coordinated effort to improve the quality of FRCs, which in turn would reduce the Department's ability to ensure improvement and standardization of available programming. Additionally, families for whom DCYF has issued a letter of concern, have an unfounded case of child abuse or neglect, or who are caring for family members as a result of DCYF placement, will lack support, including assistance with, and education about, available services.

Area served: Statewide.

Source of Funds: 35.5% Federal Funds from the U.S. Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, CFDA #93.558, FAIN# 18NHTANF, Promoting Safe and Stable Families, Title IV-B, Subpart 2, CFDA # 93.556, FAIN # 1801NHPKIN and 64.5% General Funds.

The Department will not request additional General Funds to support this program in the event that the Federal Funds are no longer available.

Respectfully submitted,

  
Jeffrey A. Meyers  
Commissioner



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

**New Hampshire Family Resource  
Center Facilitating Organization  
And Quality Specialist**

**RFA-2019-DCYF-05-FACIL**

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. New Hampshire Children's Trust
2. WAYPOINT (FKA Child & Family Services)
3. \_\_\_\_\_

Pass/Fail	Maximum Points	Actual Points
	275	272
	275	251
	275	0

1. Maureen Burke, BFA Admin III  
DEHS Bureau of Family Asst.
2. Kali Giovanditto, Supervisor IV  
Community & Family Suprt, DCYF
3. Kristi Hart, Prog Spclst III Bureau of  
Comm & Health Servs, DPHS
4. Rebecca Lorden, Fin. Rep. Admin  
II OCOM Hum Serv Div
5. \_\_\_\_\_

Subject: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

**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 Children's Trust, Inc.		1.4 Contractor Address 10 Ferry Street, Suite 315 Concord, NH 03301	
1.5 Contractor Phone Number 603.224.1279	1.6 Account Number 05-95-45-450010-61270000 <small>05-95-045-450010-61270000, and 05-95-042-871010-29500000</small>	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$1,004,646
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
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: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist


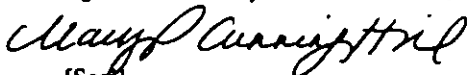
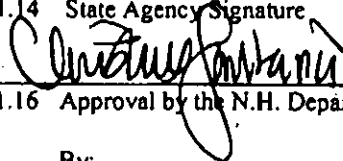

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Children's Trust, Inc.		1.4 Contractor Address 10 Ferry Street, Suite 315 Concord, NH 03301	
1.5 Contractor Phone Number 603.224.1279	1.6 Account Number 05-95-45-450010-61270000	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$1,004,646
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bronwyn Barnett, Executive Director	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack  On <u>5/21/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Mary P Cunningham Hill</b>                      NOTARY PUBLIC - NEW HAMPSHIRE                      My Commission Expires Jan 24, 2023                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace MARY P. CUNNINGHAM-HILL, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Sandamir, DEHS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Date: <u>5/10/19</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>5/16/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.

### 2. Scope of Services

- 2.1. The Contractor shall support each Family Resource Center (FRC) with their self-assessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).
- 2.2. The Contractor shall perform an individual assessment of any FRC applying for FRC-Q designation to identify and document deficiencies in meeting standards and to assist each FRC throughout the application process.
- 2.3. The Contractor shall work with the Wellness and Primary Prevention Council (WPPC) and Family Support NH (FSNH) to provide support to FRCs in implementing and meeting the Standards for the purpose of acquiring an FRC-Q designation. The Contractor shall ensure support includes, but is not limited to:
  - 2.3.1. Providing FRCs with information about the Standards: <https://www.nationalfamilysupportnetwork.org/standards-of-quality>;
  - 2.3.2. Providing technical support to FRCs in the implementation of Standards;
  - 2.3.3. Providing technical support to FRCs in the implementation of procedures to document practice of Standards;



Exhibit A

- 2.3.4. Providing training and technical assistance to FRCs in the development of a written plan to meet Standards;
  - 2.3.5. Traveling to any FRC requesting an in person consultation;
  - 2.3.6. Assisting FRCs with completing the FRC-Q application;
  - 2.3.7. Reviewing FRC-Q applications for accuracy;
  - 2.3.8. Participating in the NFSN through a membership with FSNH; and
  - 2.3.9. Providing FRCs with information and trainings on acquiring the FRC-Q designation.
- 2.4. The Contractor shall collaborate with other FRC technical assistance assets to assess the capacity of each FRC relative to the core and optional standards defined by the WPPC.
  - 2.5. The Contractor shall work with the Department and FRCs to determine culturally appropriate process and outcome data collection and analysis.
  - 2.6. The Contractor shall assist FRCs in increasing operational efficiencies.
  - 2.7. The Contractor shall provide technical assistance for oversight as well as implementation of a quality improvement process.
  - 2.8. The Contractor shall utilize a Community of Practice sharing model that allows FRC administrators and leadership to establish and strengthen cooperation, collaboration, and informal mentoring among FRCs.
  - 2.9. The Contractor shall market FRCs in order to raise public awareness, and raise awareness among statewide and potential partners.
  - 2.10. The Contractor shall educate policymakers, communities, and community groups on FRC best practices.
  - 2.11. The Contractor shall ensure priority is given to FRCs providing home services to:
    - 2.11.1. Families for whom the Division of Children, Youth and Families (DCYF) has issued a letter of concern;
    - 2.11.2. Families with cases reported by DCYF as unfounded but with reasonable concern; and
    - 2.11.3. Recipients of Temporary Assistance to Needy Families (TANF) program services.
  - 2.12. The Contractor shall create part-time positions, incumbents of which will be known as Navigators, within the Vendor's organization or subcontracted out to independent contractors, for the purposes of supporting kinship caregivers who are caring for kin as a result of DCYF placement.



Exhibit A

- 2.13. The Contractor shall develop or utilize an existing data platform for the purposes of supporting quality improvement efforts, capable of collecting data on, but not limited to, the following:
  - 2.13.1. Identifying FRC locations, statewide;
  - 2.13.2. Identifying FRC-Q locations, statewide;
  - 2.13.3. Identifying FRC-Q designation expiration dates;
  - 2.13.4. Documenting trainings provided to FRCs through;
    - 2.13.4.1. Notes from the training;
    - 2.13.4.2. The number of training attendees; and
    - 2.13.4.3. Identified action items;
  - 2.13.5. Identifying which FRCs have completed the FRC-Q self-assessment;
  - 2.13.6. Identifying FRCs that have completed the FRC-Q designation application;
  - 2.13.7. Identifying FRCs with plans in place to become an FRC-Q;
  - 2.13.8. Identifying individuals who have received Standards certification;
  - 2.13.9. Documenting FRC and FRC-Q service outcomes;
  - 2.13.10. Documenting FRC priorities; and
  - 2.13.11. Identifying shared measurements among FRCs for family outcomes.
- 2.14. The Contractor will provide the Department with aggregate data, information, and outcomes.
- 2.15. The Contractor shall coordinate and align planning and data collection efforts with Comprehensive Family Support Programs, NH Maternal Infant Early Childhood Home Visiting/Healthy Families America Home Visiting Programs, and Community Collaboration to Strengthen and Preserve Families Programs.
- 2.16. The Contractor shall facilitate an orientation for any FRC receiving the FRC-Q designation that includes, but is not limited to, a presentation on the Principals of Family Support and the Strengthening Families Framework.
- 2.17. The Contractor shall provide quality improvement training and resources to FRCs and FRC-Qs, including but not limited to:
  - 2.17.1. Collecting and disseminating FRC-Q best practices and evidenced based program models;
  - 2.17.2. Convening FRCs and FRC-Qs in a Community of Practice sharing model;



Exhibit A

- 2.17.3. Promoting collaboration through shared learning opportunities and training with FRCs and FRC-Qs across state agencies in an effort to improve service outcomes; and
- 2.17.4. Increasing FRC administrative and operational efficiencies.
- 2.18. The Contractor shall create part-time positions, incumbents of which will be known as Navigators, through direct hire or subcontract, for the purposes of supporting kinship caregivers who are caring for kin as a result of DCYF placement. The Contractor shall ensure:
  - 2.18.1. Navigators are utilized within FRCs and FRC-Qs to provide support to kinship caregivers who are caring for kin as a result of a placement by DCYF;
    - 2.18.1.1. Navigators will connect with kinship caregivers, in person or by phone, for the purposes of:
    - 2.18.1.2. Assessing kinship caregiver needs;
    - 2.18.1.3. Providing outreach, engagement, and community support services and referrals;
    - 2.18.1.4. Utilizing or creating peer support groups for kinship caregivers;
  - 2.18.2. Consistency across Navigators through education and training, consistent with:
    - 2.18.2.1. DCYF;
    - 2.18.2.2. TANF programs; and
    - 2.18.2.3. The Legislative Commission to Study Grand Families.
- 2.19. The Contractor shall market FRCs in order to raise public awareness, and raise awareness among statewide and potential partners. The Contractor shall ensure:
  - 2.19.1. Public awareness activities align and are coordinated with other statewide family support and strengthening networks;
  - 2.19.2. Consistent marketing and branding of FRCs and FRC-Qs.
- 2.20. The Contractor shall utilize the Boundary Spanning Leadership framework to promote cross-system collaboration between FRCs, FRC-Qs and other child-welfare and family service agencies, businesses, philanthropic funders and other organizations providing family support and/or economic support services.
- 2.21. The Contractor may identify and assist FRCs and FRC-Qs in their applications for additional funding opportunities for FRC and FRCQ operations, programs, or quality improvement activities.
- 2.22. The Contractor shall facilitate the FRC-Q designation review process, including but not limited to:



Exhibit A

- 2.22.1. Assembling FRC-Q designation review teams devised of members of the WPPC;
- 2.22.2. Providing reviewing teams with necessary site review tools;
- 2.22.3. Coordinating FRC site reviews;
- 2.22.4. Recording, publishing, and reviewing team minutes;
- 2.22.5. Developing a form to gather review team meeting feedback; and
- 2.22.6. Communicating results to FRC applicants.
- 2.22.7. The Contractor shall attend all WPPC meetings.
- 2.23. The Contractor shall attend all FSNH monthly meetings and provide progress reports on the number of FRCs achieving FRC-Q designation.
- 2.24. The Contractor shall attend any NSFN meetings DHHS identifies as required.
- 2.25. The Contractor shall utilize project management best practices throughout the contract term.
- 2.26. The Contractor shall host a project kickoff meeting within ten (10) business days of the contract effective date covering, at a minimum:
  - 2.26.1. A review of the project scope as defined in the contract;
  - 2.26.2. A review of the initial project schedule;
  - 2.26.3. A presentation on, and discussion of, project management best practices to be utilized; and
  - 2.26.4. A review of the templates to be used for project management, including:
    - 2.26.4.1. Quarterly project reports;
    - 2.26.4.2. Issues log;
    - 2.26.4.3. Decision log; and
    - 2.26.4.4. Deliverable acceptance log.

### 3. Reporting

- 3.1. The Contractor shall provide DHHS, FSNH, and the WPPC reports on:
  - 3.1.1. The number of FRC-Q designation applications received;
  - 3.1.2. The number of Vendor FRC and FRC-Q site reviews performed;
  - 3.1.3. The number of FRCs receiving the FRC-Q designation;
  - 3.1.4. Status updates on FRCs applying for the FRC-Q designation according to the FRCs individual written plan;
  - 3.1.5. A comprehensive training plan for each FRC-Q within ninety (90) days of receipt of FRC-Q designation;





Exhibit A

- 3.1.6. The number and topics of trainings provided to all FRCs and FRC-Qs;
- 3.1.7. The number of FRC and FRC-Q staff trained;
- 3.1.8. Progress made in developing shared family outcome measures;
- 3.1.9. The number of Navigator positions created; and
- 3.1.10. The number of trainings delivered to Navigators.
- 3.2. The Contractor shall provide a comprehensive annual report by June 30 of each year.
  - 3.2.1. A draft of the annual report shall be submitted for approval to DHHS by May 15 of each year.
- 3.3. The Contractor shall provide quarterly project progress reports, with a final report due thirty (30) days from contract completion date.
- 3.4. The Contractor shall submit an initial report to DHHS within forty-five (45) days from contract effective date detailing:
  - 3.4.1. A set of proposed shared FRC outcomes;
  - 3.4.2. An FRC evaluation plan;
  - 3.4.3. The status of all FRCs in regard to receiving the FRC-Q designation to establish a baseline for future performance measures and deliverables.

#### 4. Performance Measures

- 4.1. The Contractor shall demonstrate an increase in the number, from an established baseline as of the contract effective date, of FRCs receiving FRC-Q designation by at least four (4):
  - 4.1.1. One (1) in 2019;
  - 4.1.2. Three (3) in 2020.
- 4.2. The Contractor shall demonstrate an increase in Navigator positions and kinship Navigator support in each year of the contract term.

#### 5. Deliverables

- 5.1. The Contractor shall demonstrate an implementation of a Community of Practice sharing model among FRCs and FRC-Qs.
- 5.2. The Contractor shall document specific trainings, guidance, and supports for FRCs and FRC-Qs providing home visiting services.
- 5.3. The Contractor shall have an operational data collection system in accordance with this Scope of Services by June 1, 2019.
- 5.4. The Contractor shall demonstrate an increase in the number of FRCs receiving the FRC-Q designation.



Exhibit A

- 5.5. The Contractor shall demonstrate development and implementation of the Navigator positions.
- 5.6. The Contractor shall complete the capacity assessment required in this Scope of Services no later than forty-five (45) days from the contract effective date.
- 5.7. The Contractor shall submit an initial report to DHHS within forty-five (45) days from the contract effective date.
- 5.8. The Contractor shall provide evidence of sufficient number of Navigators either through direct hire or subcontract as indicated in Scope of Services.
- 5.9. The Contractor shall provide quarterly project progress reports, with a final report due thirty (30) days after contract completion date.
- 5.10. The Contractor shall host a project kickoff meeting within ten (10) business days of the contract effective date.
- 5.11. The Contractor shall provide a comprehensive annual report by June 30 of each year.



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 13.5% Federal Funds from U.S Department of Health & Human Services, Administration for Children and Families, Temporary Assistance to Needy Families, CFDA #93.558, Federal Award Identification Number (FAIN) 18NHTANF; 22% Federal Funds from Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, Title IV-B, Subpart B, CFDA #93.556, FAIN 1801NHPKIN; and 64.5% General Funds.
3. 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 specified in Exhibits B-1, Budget through Exhibit B-4, Budget..
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [bfainvoices@dhhs.nh.gov](mailto:bfainvoices@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Economic and Housing Stability



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 13.5% Federal Funds from U.S Department of Health & Human Services, Administration for Children and Families, Temporary Assistance to Needy Families, CFDA #93.558, Federal Award Identification Number (FAIN) 18NHTANF; 22% Federal Funds from Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families, Title IV-B, Subpart B, CFDA #93.556, FAIN 1801NHPKIN; and 64.5% General Funds.
3. 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 specified in Exhibit B-1, Budget through Exhibit B-6 Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [bfainvoices@dhhs.nh.gov](mailto:bfainvoices@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Economic and Housing Stability



New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist

**Exhibit B**

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129 Pleasant Street  
Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 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.

New Hampshire Department of Health and Human Services

Contractor name New Hampshire Children's Trust, Inc.

Budget Request for: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

Budget Period: SFY 2019

Line Item	Total Program Costs			Contractor Share / Match			Funded by DHHS/contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 19,868.00	\$ 4,968.00	\$ 24,836.00	\$ -	\$ -	\$ -	\$ 19,868.00	\$ 4,968.00	\$ 24,836.00
2. Employee Benefits	\$ 5,186.00	\$ 1,293.00	\$ 6,479.00	\$ -	\$ -	\$ -	\$ 5,186.00	\$ 1,293.00	\$ 6,479.00
3. Consultants	\$ 390.00	\$ 265.00	\$ 655.00	\$ -	\$ -	\$ -	\$ 390.00	\$ 265.00	\$ 655.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 352.00	\$ -	\$ 352.00	\$ -	\$ -	\$ -	\$ 352.00	\$ -	\$ 352.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,352.00	\$ -	\$ 8,352.00	\$ -	\$ -	\$ -	\$ 8,352.00	\$ -	\$ 8,352.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,339.00	\$ 788.00	\$ 2,127.00	\$ -	\$ -	\$ -	\$ 1,339.00	\$ 788.00	\$ 2,127.00
6. Travel	\$ 1,098.00	\$ -	\$ 1,098.00	\$ -	\$ -	\$ -	\$ 1,098.00	\$ -	\$ 1,098.00
7. Occupancy	\$ 12,840.00	\$ -	\$ 12,840.00	\$ -	\$ -	\$ -	\$ 12,840.00	\$ -	\$ 12,840.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 293.00	\$ 702.00	\$ 995.00	\$ -	\$ -	\$ -	\$ 293.00	\$ 702.00	\$ 995.00
Postage	\$ 217.00	\$ -	\$ 217.00	\$ -	\$ -	\$ -	\$ 217.00	\$ -	\$ 217.00
Subscriptions	\$ -	\$ 644.00	\$ 644.00	\$ -	\$ -	\$ -	\$ -	\$ 644.00	\$ 644.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 50.00	\$ 220.00	\$ 270.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 220.00	\$ 270.00
Board Expenses	\$ -	\$ 565.00	\$ 565.00	\$ -	\$ -	\$ -	\$ -	\$ 565.00	\$ 565.00
9. Software	\$ 21,084.00	\$ -	\$ 21,084.00	\$ -	\$ -	\$ -	\$ 21,084.00	\$ -	\$ 21,084.00
10. Marketing/Communications	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00
11. Staff Education and Training	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Natl Conf. Attendance for NHCT & FRC Staff	\$ 9,400.00	\$ -	\$ 9,400.00	\$ -	\$ -	\$ -	\$ 9,400.00	\$ -	\$ 9,400.00
Filing Fees	\$ -	\$ 45.00	\$ 45.00	\$ -	\$ -	\$ -	\$ -	\$ 45.00	\$ 45.00
<b>TOTAL</b>	\$ 94,697.00	\$ 9,470.00	\$ 104,167.00	\$ -	\$ -	\$ -	\$ 94,697.00	\$ 9,470.00	\$ 104,167.00

Indirect As A Percent of Direct

10.0%

Contractor Initials **BB**  
Date **2/2/19**

New Hampshire Department of Health and Human Services

Contractor name: New Hampshire Children's Trust, Inc.

Budget Request for: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

Budget Period: SFY 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 2,018.00	\$ 308.00	\$ 2,324.00	\$ -	\$ -	\$ -	\$ 2,018.00	\$ 308.00	\$ 2,324.00
2. Employee Benefits	\$ 329.00	\$ 133.00	\$ 462.00	\$ -	\$ -	\$ -	\$ 329.00	\$ 133.00	\$ 462.00
3. Consultants	\$ 30.00	\$ 57.00	\$ 87.00	\$ -	\$ -	\$ -	\$ 30.00	\$ 57.00	\$ 87.00
4. Equipment:									
Rental	\$ 71.00	\$ 24.00	\$ 95.00	\$ -	\$ -	\$ -	\$ 71.00	\$ 24.00	\$ 95.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:									
Educational	\$ 10,325.00	\$ -	\$ 10,325.00	\$ -	\$ -	\$ -	\$ 10,325.00	\$ -	\$ 10,325.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 379.00	\$ 137.00	\$ 516.00	\$ -	\$ -	\$ -	\$ 379.00	\$ 137.00	\$ 516.00
6. Travel	\$ 98.00	\$ 117.00	\$ 215.00	\$ -	\$ -	\$ -	\$ 98.00	\$ 117.00	\$ 215.00
7. Occupancy	\$ 441.00	\$ 669.00	\$ 1,110.00	\$ -	\$ -	\$ -	\$ 441.00	\$ 669.00	\$ 1,110.00
8. Current Expenses									
Telephone	\$ 23.00	\$ 20.00	\$ 43.00	\$ -	\$ -	\$ -	\$ 23.00	\$ 20.00	\$ 43.00
Postage	\$ 81.00	\$ 6.00	\$ 87.00	\$ -	\$ -	\$ -	\$ 81.00	\$ 6.00	\$ 87.00
Subscriptions	\$ -	\$ 73.00	\$ 73.00	\$ -	\$ -	\$ -	\$ -	\$ 73.00	\$ 73.00
Audit and Legal	\$ -	\$ 170.00	\$ 170.00	\$ -	\$ -	\$ -	\$ -	\$ 170.00	\$ 170.00
Insurance	\$ 8.00	\$ 23.00	\$ 31.00	\$ -	\$ -	\$ -	\$ 8.00	\$ 23.00	\$ 31.00
Board Expenses	\$ -	\$ 55.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ 55.00	\$ 55.00
9. Software	\$ 4,730.00	\$ 110.00	\$ 4,840.00	\$ -	\$ -	\$ -	\$ 4,730.00	\$ 110.00	\$ 4,840.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
12. Subcontracts/Agreements	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
13. Other (specific details mandatory):									
Half Cost Attendance for NHCT & FRC Staff	\$ 2,800.00	\$ 540.00	\$ 3,340.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 540.00	\$ 3,340.00
Spenda for FRC COO Training Absence	\$ 5,994.00	\$ -	\$ 5,994.00	\$ -	\$ -	\$ -	\$ 5,994.00	\$ -	\$ 5,994.00
<b>TOTAL</b>	<b>\$ 28,409.00</b>	<b>\$ 2,841.00</b>	<b>\$ 31,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,409.00</b>	<b>\$ 2,841.00</b>	<b>\$ 31,250.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials **BB**  
Date **5/2/19**

New Hampshire Department of Health and Human Services

Contractor name: New Hampshire Children's Trust, Inc.

Budget Request for: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

Budget Period: SFY 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 22,557.00	\$ 4,512.00	\$ 27,069.00	\$ -	\$ -	\$ -	\$ 22,557.00	\$ 4,512.00	\$ 27,069.00
2. Employee Benefits	\$ 5,865.00	\$ 1,174.00	\$ 7,039.00	\$ -	\$ -	\$ -	\$ 5,865.00	\$ 1,174.00	\$ 7,039.00
3. Consultants	\$ 475.00	\$ 777.00	\$ 1,252.00	\$ -	\$ -	\$ -	\$ 475.00	\$ 777.00	\$ 1,252.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 428.00	\$ -	\$ 428.00	\$ -	\$ -	\$ -	\$ 428.00	\$ -	\$ 428.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,870.00	\$ -	\$ 2,870.00	\$ -	\$ -	\$ -	\$ 2,870.00	\$ -	\$ 2,870.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,575.00	\$ -	\$ 2,575.00	\$ -	\$ -	\$ -	\$ 2,575.00	\$ -	\$ 2,575.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,050.00	\$ 784.00	\$ 1,834.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 784.00	\$ 1,834.00
6. Travel	\$ 840.00	\$ 255.00	\$ 1,095.00	\$ -	\$ -	\$ -	\$ 840.00	\$ 255.00	\$ 1,095.00
7. Occupancy	\$ 12,886.00	\$ -	\$ 12,886.00	\$ -	\$ -	\$ -	\$ 12,886.00	\$ -	\$ 12,886.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 545.00	\$ 222.00	\$ 767.00	\$ -	\$ -	\$ -	\$ 545.00	\$ 222.00	\$ 767.00
Postage	\$ 132.00	\$ 14.00	\$ 146.00	\$ -	\$ -	\$ -	\$ 132.00	\$ 14.00	\$ 146.00
Subscriptions	\$ -	\$ 914.00	\$ 914.00	\$ -	\$ -	\$ -	\$ -	\$ 914.00	\$ 914.00
Audit and Legal	\$ -	\$ 1,429.00	\$ 1,429.00	\$ -	\$ -	\$ -	\$ -	\$ 1,429.00	\$ 1,429.00
Insurance	\$ 39.00	\$ 330.00	\$ 369.00	\$ -	\$ -	\$ -	\$ 39.00	\$ 330.00	\$ 369.00
Board Expenses	\$ -	\$ 688.00	\$ 688.00	\$ -	\$ -	\$ -	\$ -	\$ 688.00	\$ 688.00
9. Software	\$ 3,800.00	\$ 1,397.00	\$ 5,197.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ 1,397.00	\$ 5,197.00
10. Marketing/Communications	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ 60,680.00	\$ -	\$ 60,680.00	\$ -	\$ -	\$ -	\$ 60,680.00	\$ -	\$ 60,680.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Netl Conf. Attendance for NHCT & FRC Staff	\$ 5,400.00	\$ -	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,400.00	\$ -	\$ 5,400.00
Stipends for FRC COQ Training Attendees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 124,562.00</b>	<b>\$ 12,456.00</b>	<b>\$ 137,018.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 124,562.00</b>	<b>\$ 12,456.00</b>	<b>\$ 137,018.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials *VB*  
 Date *5/4/17*



New Hampshire Department of Health and Human Services

Contractor name: New Hampshire Children's Trust, Inc.

Budget Request for: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

Budget Period: SFY 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 145,465.00	\$ 15,380.00	\$ 161,845.00	\$ -	\$ -	\$ -	\$ 145,465.00	\$ 15,380.00	\$ 161,845.00
2. Employee Benefits	\$ 38,081.00	\$ 4,000.00	\$ 42,081.00	\$ -	\$ -	\$ -	\$ 38,081.00	\$ 4,000.00	\$ 42,081.00
3. Consultants	\$ 2,920.00	\$ 810.00	\$ 3,730.00	\$ -	\$ -	\$ -	\$ 2,920.00	\$ 810.00	\$ 3,730.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,630.00	\$ -	\$ 2,630.00	\$ -	\$ -	\$ -	\$ 2,630.00	\$ -	\$ 2,630.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 4,185.00	\$ -	\$ 4,185.00	\$ -	\$ -	\$ -	\$ 4,185.00	\$ -	\$ 4,185.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,240.00	\$ -	\$ 2,240.00	\$ -	\$ -	\$ -	\$ 2,240.00	\$ -	\$ 2,240.00
6. Travel	\$ 2,236.00	\$ -	\$ 2,236.00	\$ -	\$ -	\$ -	\$ 2,236.00	\$ -	\$ 2,236.00
7. Occupancy	\$ 16,337.00	\$ -	\$ 16,337.00	\$ -	\$ -	\$ -	\$ 16,337.00	\$ -	\$ 16,337.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,830.00	\$ 340.00	\$ 2,170.00	\$ -	\$ -	\$ -	\$ 1,830.00	\$ 340.00	\$ 2,170.00
Postage	\$ 820.00	\$ -	\$ 820.00	\$ -	\$ -	\$ -	\$ 820.00	\$ -	\$ 820.00
Subscriptions	\$ -	\$ 1,403.00	\$ 1,403.00	\$ -	\$ -	\$ -	\$ -	\$ 1,403.00	\$ 1,403.00
Audit and Legal	\$ -	\$ 3,389.00	\$ 3,389.00	\$ -	\$ -	\$ -	\$ -	\$ 3,389.00	\$ 3,389.00
Insurance	\$ 375.00	\$ 907.00	\$ 1,282.00	\$ -	\$ -	\$ -	\$ 375.00	\$ 907.00	\$ 1,282.00
Board Expenses	\$ -	\$ 1,057.00	\$ 1,057.00	\$ -	\$ -	\$ -	\$ -	\$ 1,057.00	\$ 1,057.00
9. Software	\$ 5,265.00	\$ 2,109.00	\$ 7,374.00	\$ -	\$ -	\$ -	\$ 5,265.00	\$ 2,109.00	\$ 7,374.00
10. Marketing/Communications	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
11. Staff Education and Training	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00	\$ -	\$ 11,000.00
12. Subcontracts/Agreements	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Netl Conf. Attendance for NHCI & FRC Staff	\$ 26,250.00	\$ 500.00	\$ 26,750.00	\$ -	\$ -	\$ -	\$ 26,250.00	\$ 500.00	\$ 26,750.00
Stipend for FRC COO Training Attendees	\$ 26,771.00	\$ -	\$ 26,771.00	\$ -	\$ -	\$ -	\$ 26,771.00	\$ -	\$ 26,771.00
<b>TOTAL</b>	<b>\$ 295,455.00</b>	<b>\$ 29,545.00</b>	<b>\$ 325,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 295,455.00</b>	<b>\$ 29,545.00</b>	<b>\$ 325,000.00</b>

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services

Contractor name: New Hampshire Children's Trust, Inc.

Budget Request for: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

Budget Period: SFY 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 7,739.00	\$ 2,710.00	\$ 10,449.00	\$ -	\$ -	\$ -	\$ 7,739.00	\$ 2,710.00	\$ 10,449.00
2. Employee Benefits	\$ 2,012.00	\$ 708.00	\$ 2,718.00	\$ -	\$ -	\$ -	\$ 2,012.00	\$ 708.00	\$ 2,718.00
3. Consultants	\$ 189.00	\$ 273.00	\$ 444.00	\$ -	\$ -	\$ -	\$ 189.00	\$ 273.00	\$ 444.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 130.00	\$ 650.00	\$ 805.00	\$ -	\$ -	\$ -	\$ 130.00	\$ 650.00	\$ 805.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 130.00	\$ 113.00	\$ 243.00	\$ -	\$ -	\$ -	\$ 130.00	\$ 113.00	\$ 243.00
6. Travel	\$ 240.00	\$ 130.00	\$ 370.00	\$ -	\$ -	\$ -	\$ 240.00	\$ 130.00	\$ 370.00
7. Occupancy	\$ 798.00	\$ 717.00	\$ 1,515.00	\$ -	\$ -	\$ -	\$ 798.00	\$ 717.00	\$ 1,515.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 108.00	\$ 85.00	\$ 191.00	\$ -	\$ -	\$ -	\$ 108.00	\$ 85.00	\$ 191.00
Postage	\$ 48.00	\$ 30.00	\$ 78.00	\$ -	\$ -	\$ -	\$ 48.00	\$ 30.00	\$ 78.00
Subscriptions	\$ -	\$ 345.00	\$ 345.00	\$ -	\$ -	\$ -	\$ -	\$ 345.00	\$ 345.00
Audit and Legal	\$ -	\$ 723.00	\$ 723.00	\$ -	\$ -	\$ -	\$ -	\$ 723.00	\$ 723.00
Insurance	\$ 22.00	\$ 125.00	\$ 147.00	\$ -	\$ -	\$ -	\$ 22.00	\$ 125.00	\$ 147.00
Board Expenses	\$ -	\$ 280.00	\$ 280.00	\$ -	\$ -	\$ -	\$ -	\$ 280.00	\$ 280.00
9. Software	\$ 225.00	\$ 600.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 225.00	\$ 600.00	\$ 825.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 83,000.00	\$ -	\$ 83,000.00	\$ -	\$ -	\$ -	\$ 83,000.00	\$ -	\$ 83,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Half Conf. Attendance for NH-CT & FRC Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipends for FRC COO Training Attendees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 74,737.00</b>	<b>\$ 7,474.00</b>	<b>\$ 82,211.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,737.00</b>	<b>\$ 7,474.00</b>	<b>\$ 82,211.00</b>

Indirect As A Percent of Direct

10.0%

New Hampshire Department of Health and Human Services

Contractor name: New Hampshire Children's Trust, Inc.

Budget Request for: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

Budget Period: SFY 2021

Line Item	(Total Program Cost)			(Contractor Share / Match)			(Funded by DHHS contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 110,942.00	\$ 13,313.00	\$ 124,255.00	\$ -	\$ -	\$ -	\$ 110,942.00	\$ 13,313.00	\$ 124,255.00
2. Employee Benefits	\$ 28,844.00	\$ 3,461.00	\$ 32,305.00	\$ -	\$ -	\$ -	\$ 28,844.00	\$ 3,461.00	\$ 32,305.00
3. Consultants	\$ 2,218.00	\$ 850.00	\$ 3,068.00	\$ -	\$ -	\$ -	\$ 2,218.00	\$ 850.00	\$ 3,068.00
4. Equipment:									
Rental	\$ 1,998.00	\$ 2,026.00	\$ 4,024.00	\$ -	\$ -	\$ -	\$ 1,998.00	\$ 2,026.00	\$ 4,024.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:									
Educational	\$ 3,780.00	\$ -	\$ 3,780.00	\$ -	\$ -	\$ -	\$ 3,780.00	\$ -	\$ 3,780.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,322.00	\$ 162.00	\$ 1,484.00	\$ -	\$ -	\$ -	\$ 1,322.00	\$ 162.00	\$ 1,484.00
6. Travel	\$ 1,667.00	\$ 298.00	\$ 1,965.00	\$ -	\$ -	\$ -	\$ 1,667.00	\$ 298.00	\$ 1,965.00
7. Occupancy	\$ 11,085.00	\$ 2,217.00	\$ 13,302.00	\$ -	\$ -	\$ -	\$ 11,085.00	\$ 2,217.00	\$ 13,302.00
8. Current Expenses									
Telephone	\$ 1,211.00	\$ 239.00	\$ 1,470.00	\$ -	\$ -	\$ -	\$ 1,211.00	\$ 239.00	\$ 1,470.00
Postage	\$ 434.00	\$ 95.00	\$ 529.00	\$ -	\$ -	\$ -	\$ 434.00	\$ 95.00	\$ 529.00
Subscriptions	\$ -	\$ 1,067.00	\$ 1,067.00	\$ -	\$ -	\$ -	\$ -	\$ 1,067.00	\$ 1,067.00
Audit and Legal	\$ -	\$ 2,859.00	\$ 2,859.00	\$ -	\$ -	\$ -	\$ -	\$ 2,859.00	\$ 2,859.00
Insurance	\$ 784.00	\$ 387.00	\$ 1,171.00	\$ -	\$ -	\$ -	\$ 784.00	\$ 387.00	\$ 1,171.00
Board Expenses	\$ -	\$ 804.00	\$ 804.00	\$ -	\$ -	\$ -	\$ -	\$ 804.00	\$ 804.00
9. Software	\$ 3,441.00	\$ 1,747.00	\$ 5,188.00	\$ -	\$ -	\$ -	\$ 3,441.00	\$ 1,747.00	\$ 5,188.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 95,480.00	\$ -	\$ 95,480.00	\$ -	\$ -	\$ -	\$ 95,480.00	\$ -	\$ 95,480.00
13. Other (specific details mandatory):									
NHCC Conf. Attendance for NHCT & FRC Staff	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Stipends for FRC COQ Training Attendees	\$ 28,771.00	\$ -	\$ 28,771.00	\$ -	\$ -	\$ -	\$ 28,771.00	\$ -	\$ 28,771.00
<b>TOTAL</b>	<b>\$ 295,455.00</b>	<b>\$ 29,545.00</b>	<b>\$ 325,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 295,455.00</b>	<b>\$ 29,545.00</b>	<b>\$ 325,000.00</b>

Indirect As A Percent of Direct

10.0%

Contractor Initials: *BB*  
Date: *5/21/19*



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.





**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

NH Children's Trust, Inc., 10 Ferry Street, Suite 315, Concord, NH 03301

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

Contractor Name: NH Children's Trust, Inc.

5/2/17  
Date

Bronwyn M. Barnett  
Name: Bronwyn Barnett  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):  
\*Temporary Assistance to Needy Families under Title IV-A  
\*Child Support Enforcement Program under Title IV-D  
\*Social Services Block Grant Program under Title XX  
\*Medicaid Program under Title XIX  
\*Community Services Block Grant under Title VI  
\*Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: NH Children's Trust, Inc.

9/2/19  
Date

B m r. Du  
Name: Bronwyn Barnett  
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 (11)(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: <sup>BB</sup> NH Children's Trust, Inc.

5/2/19  
Date

Bryn A. Barnett  
Name: Bronwyn Barnett  
Title: Executive Director



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

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

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

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

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

Exhibit G

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

Contractor Initials

B13

Date

5/2/14

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: NH Children's Trust, Inc.

5/2/14  
Date

Bm C. P.  
Name: Bronwyn Barnett  
Title: Executive Director

Exhibit G

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

Contractor Initials BFB

Date 5/2/14





**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: NH Children's Trust, Inc.

5/2/17  
Date

Bronwyn Barnett  
Name: Bronwyn Barnett  
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.



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**


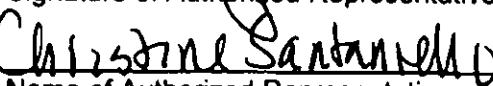
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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

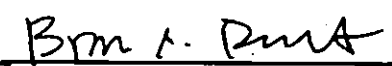


Exhibit I

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

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

Department of Health and Human Services  
 The State  
  
 Signature of Authorized Representative  
  
 Name of Authorized Representative  
 Director, DEAS  
 Title of Authorized Representative  
 5/10/17  
 Date

NH Children's Trust, Inc.  
 Name of the Contractor  
  
 Signature of Authorized Representative  
 Bronwyn Barnett  
 Name of Authorized Representative  
 Executive Director  
 Title of Authorized Representative  
 5/2/17  
 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: NH Children's Trust, Inc.

5/2/19  
Date

Bm B  
Name: Bronwyn Barnett  
Title: Executive Director





FORM A

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

1. The DUNS number for your entity is: 104201111
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: <u>Bronwyn Barnett</u>	Amount: <u>\$75,000/year</u>
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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





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- 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

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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

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