



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

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May 23, 2014

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

95.34 % Federal Funds
4.66 % General Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below, for the provision of Comprehensive Family Support Services, in an amount not to exceed \$3,212,394, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Vendor	Vendor Number	Location	Amount
Child and Family Services of New Hampshire (Concord Service Area)	17766-B002	464 Chestnut Street Manchester NH	\$292,614
Child and Family Services of New Hampshire (Manchester Service Area)	17766-B002	464 Chestnut Street Manchester NH	\$292,614
Child and Family Services of New Hampshire (Southern Service Area)	17766-B002	464 Chestnut Street Manchester NH	\$292,614
Children Unlimited, Inc.	156114-B001	182 West Main Street Conway, NH	\$292,614
Community Action Partnership of Strafford County	177200-B004	642 Central Ave Dover NH	\$286,254
Families First of the Greater Seacoast	166629-B001	100 Campus Drive, Suite 12 Portsmouth NH	\$292,614
Good Beginnings of Sullivan County	170625-B001	109 Pleasant Street Claremont NH	\$292,614
Home Healthcare, Hospice and Community Services	177274-B002	312 Marlboro Street Keene NH	\$292,614
Lakes Region Community Services Council	177251-B001	719 North Main Street Laconia NH	\$292,614
The Family Resource at Gorham (Berlin Service Area)	162412-B001	123 Main Street Gorham NH	\$292,614
The Family Resource at Gorham (Littleton Service Area)	162412-B001	123 Main Street Gorham NH	\$292,614
		Total	\$3,212,394

Funds to support this request are available in the following accounts in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified without further approval from the Governor and Executive Council.

05-095-042-421010-29680000-102-500734-42106802 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IV-B SUBPART I

05-095-042-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES

05-095-042-421010-29660000-102-500734-42106603 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, SOCIAL SERVICES BLOCK GRANT

05-095-045-450010-61460000-502-500891-45030206 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

05-095-090-902010-51900000-102-500731-90004009 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

05-095-090-902010-51900000-102-500731-90004105 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

Please see attachment for fiscal details.

EXPLANATION

Comprehensive Family Support Services assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. These services are designed to enable families to access the services they need and want in their home communities. These prevention services empower parents and give families an opportunity to learn and grow.

The Division for Children, Youth and Families and Division of Public Health Services /Maternal Child Health Services blended three family health and support related programs, into one program. This Comprehensive Family Support Services represents such efforts.

New Hampshire DHHS Comprehensive Family Support Services:

In 2002, The Division for Children, Youth and Families, launched a family support partnership, entitled Comprehensive Family Support Services. Support and prevention-based services and programs were provided to thousands families and individuals throughout the state. Due to the success of these prevention-oriented programs, the Division for Children, Youth and Families has recognized the benefit of provider services to families as an effort to keep them from becoming involved in other systems of care.

Currently, there are 25 community-based family resource centers in operation across the State of New Hampshire, which provide a range of support services to families and children that focus on strengthening, supporting and building on the strengths and skills of individuals while also ensuring developmental screening for children six and under. These centers are often key local stakeholders in groups that assess and advocate for the needs of local families.

New Hampshire DHHS Home Visiting NH:

In 2001, the Division of Public Health Services Maternal and Child Health Section began Home Visiting New Hampshire, a statewide, family focused and child centered, preventive program that provides, health, education, support and linkages to community services to eligible, pregnant women and their families in their home until her child is twelve (12) months old. Contractors provide these services in nine (9) of the Division for Children, Youth and Families service areas. The goals of Home Visiting New Hampshire are to promote healthy pregnancy and birth outcomes, promote a safe and nurturing environment for children, and enhance families' life course and development.

Child and Family Health Support Services:

Child and Family Health Support Services have been available through local community health and home visiting agencies for approximately twenty years with funds that had previously supported the state's network of "well baby clinics". These services provide assistance with health care enrollment, referrals, case management, care coordination, education and counseling relative to the child and family and can be conducted by home, office visit or by telephone when appropriate. The goal of Child and Family Health Support Services is to promote the health and well-being of children from birth through age eighteen, with priority given to children birth through age ten.

This contract was competitively bid. On January 21, 2014 the Department issued a Request for Proposals to solicit proposals for the provision of Comprehensive Family Support Services to assist expectant women along with children and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The request for proposals was available on the Department of Health and Human Services website from January 21, 2014 through March 10, 2014. There were 12 proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements, the Division for Children, Youth and Families' Comprehensive Family Support Services program and the Division of Public Health Services, Maternal and Child Health Section. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals. Eleven of the twelve proposals were selected. The bid summary is attached.

The attached contract calls for the provision of these services for two years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

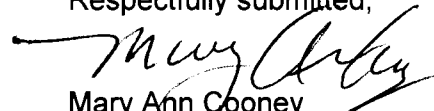
Should Governor and Council not authorize this request, the flexibility of community-based family services may not be available to address the needs of children and families throughout the state which could cause an increase in the Division for Children, Youth and Families involvement for out-of-home placement, as these services help to prevent the separation of children from their families and afford them a safe, stable and supportive family environment.

Area Served: Statewide.

Source of Funds: 95.34% Federal Funds
4.66% General Funds

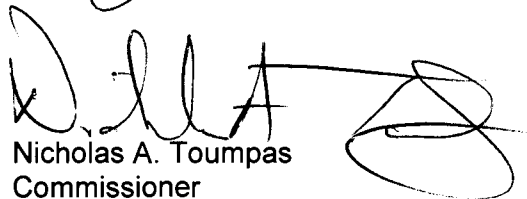
In the event that Federal Funds are no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

05-095-042-421010-29680000-102-5000734-42106802 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IV-B SUBPART I

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$823
2016	102-500734	Social Service Contract	42106802	\$1,907
			Total:	\$2,730

FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA) 166629-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 170625-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE
SERVICE AREA) 177274-B002**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090
			Sub-total	93,630.00

05-095-042-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA) 166629-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 170625-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE SERVICE AREA) 177274-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA) 177251-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA) 162412-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818
			Sub-total	459,998.00

05-095-042-421010-29660000-102-500734-42106603 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE XX GRANTS-SSBG

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$8,982
2016	102-500734	Social Service Contract	42106603	\$8,982
			Total:	\$17,964

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

**FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA)
166629-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

**GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA)
170625-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE
SERVICE AREA) 177274-B002**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802
			Sub-total	1,585,984.00

05-095-045-450010-61460000-502-500891-45030206 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$31,290
2016	502-500891	Social Service Contract	45030206	\$31,290
			Total:	\$62,580

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45130206	\$36,871
2016	502-500891	Social Service Contract	45130206	\$36,871
			Total:	\$73,742

FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA) 166629-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 170625-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE SERVICE AREA) 177274-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742
			Sub-total	800,000.00

05-095-090-902010-51900000-102-500731-90004009 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE
SERVICE AREA) 177200-B004**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA)
166629-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA)
170625-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE
SERVICE AREA) 177274-B002**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162
			Sub-total	122,782.00

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

05-095-090-902010-51900000-102-500731-90004105 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004105	\$75,000
2016	102-500731	Contracts for Program Services	90004105	\$75,000
			Sub-total:	\$150,000
			Grand total:	3,212,394.00



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

**Comprehensive Family Support
Services**

RFP Name

15-DHHS-OHS-DCYF-01

RFP Number

Reviewer Names

Bidder Name

1. Children Unlimited Inc. (Conway District)
2. Families First (Seacoast District)
3. The Family Resource Center (Berlin District)
4. The Family Resource Center (Littleton District)
Community Action Partnership of Strafford
5. County (Rochester District)
Lakes Region Community Services (Laconia
District)
7. Child and Family Services (Manchester District)
8. Child and Family Services (Concord District)
9. Child and Family Services (Southern District)
10. Home Healthcare Hospice & Community Services
(Keene District)
11. Good Beginnings of Sullivan County (Claremont
District)
12. Monadnock Family Services (Keene District)

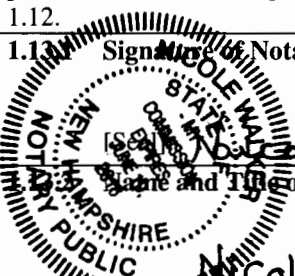
Pass/Fail	Maximum Points
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200

1. John Harrington, Community and Family Support Specialist
2. Michael Donati, Administrator I
3. Deirdre Dunn, Program Specialist IV
4. Dague Clark, Fiscal Administrator

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester NH 03105	
1.5 Contractor Phone Number (603) 518-4000	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BORJA AWAÑEZ DE TOLEDO PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 12th, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  Nicole Walker			
1.15 Name and Title of State Agency Signatory MAY AN COHEN Associate Commissioner			

1.16	Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:	
1.17	Approval by the Attorney General (Form, Substance and Execution)	
By:	On: <i>6-3-14</i>	
1.18	Approval by the Governor and Executive Council	
By:	On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services for the Division for Children, Youth and Families' Concord District Office Catchment Area, at minimum, during the business hours of 8:00 a.m.-5:00 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition; the Contractor will:
 - 1.1.1.1 Use "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents" for health education, safety and injury prevention priorities;
 - 1.1.1.2 Use Healthy Homes "One Touch" environmental health assessment tool to access the living environment of each client.
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Help clients apply for Medicaid online through NH Easy;
 - 1.1.2.2 Help clients complete application forms during home visits;
 - 1.1.2.3 Help clients navigate through affordable care act health insurance "marketplace" and through the application process.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Help families identify and access quality preventive child care;
 - 1.1.3.2 Work with families to arrange quality child care or improve their child care situation;
 - 1.1.3.3 Remain a member of Concord Connections (a collaborative family resource center, which offers child care services while parents attend educational programs or groups);
 - 1.1.3.4 Maximize the ability to find appropriate child care placement with little notice by maintaining direct relationships with the following:
 - 1.1.3.4.1 Easter Seals;
 - 1.1.3.4.2 The Boys and Girls Club; and
 - 1.1.3.4.3 Belknap-Merrimack County Head Start
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:
 - 1.1.4.1 Provide developmental screenings as prescribed by the Watch Me Grow from 2 months of age through 60 months using ASQ during home visits;
 - 1.1.4.2 Provide ASQ-SE for children that need to be more closely evaluation in the social and emotional areas. This may include children:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.4.2.1 Who have experienced trauma or
- 1.1.4.2.2 Who routinely observe fighting parents.
- 1.1.4.3 Link families with Early Supports and Services through Community Bridges when the screening reveals a significant deficiency or a probable developmental delay;
- 1.1.4.4 Refer children and their families to Child Find within the school system.
- 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Use the Relationship Assessment Tool with clients in relationships to assess the health of the relationship and identify concerns;
 - 1.1.5.2 Provide educational supports that are aimed to prevent domestic violence;
 - 1.1.5.3 Provide intervention and crisis services in partnership with the "NH Coalition Against Domestic and Sexual Violence" when a violence situation is revealed.
- 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Work in partnership with Concord Connections which continually assess community needs and develops an array of local, family-centered and culturally diverse services/activities at several locations within the partnership. These services/activities include:
 - 1.1.6.1.1 Babies and Parents Group;
 - 1.1.6.1.2 Parenting the Second Time Around;
 - 1.1.6.1.3 Circle of parents support group;
 - 1.1.6.1.4 Parenting support group at Shea Farm, half- way house for women.
 - 1.1.6.2 Refer clients to external programs such as Concord Hospital's post-partum support group or work with Concord Connections members to create new opportunities if there is sufficient interest and ability to meet the need.
- 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Provide "Period of PURPLE Crying" education, inform parents of the dangers of shaking infants and discuss ways to sooth a baby on the first home visit after the birth of a baby;
 - 1.1.7.2 During home visits, address parent's concerns, maintain a development history, make informed observations of the child, identify the presence of risk and protective factors, periodically use screening tests, and document findings.
 - 1.1.7.3 Educate parents about motor, cognitive and social-emotional skills and discuss common milestones using Parents at Teachers:
 - 1.1.7.4 Provide families child development education and support groups through Concord Connections;
 - 1.1.7.5 Use Bright Futures Guidelines and ASQ&ASQ-SE screenings;
 - 1.1.7.6 Refer to Early Supports and Services when appropriate.
- 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.8.1 Link families with Family Centered Early Support Services Provider, Community Bridges, and other resources as needed.
- 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Promote and Encourage good health for all family members;
 - 1.1.9.2 Work with clients to obtain appropriate releases to enhance care coordination;
 - 1.1.9.3 Help clients establish a Medical Home;
 - 1.1.9.4 During home visits, the Contractor will:
 - 1.1.9.4.1 Discuss the appropriate use of the physician's office and the emergency room, stressing that the emergency room is not the place to address routine medical concerns and discomfort;
 - 1.1.9.4.2 Encourage and role model the importance of regular communication between the home and medical community;
 - 1.1.9.4.3 Provide education regarding child development and safety, health and wellness issues and help clients understand information they are receiving from medical providers;
 - 1.1.9.4.4 Provide teaching and information around pertinent health concerns such as head lice, beg bugs and immunizations;
 - 1.1.9.4.5 Encourage and assist with the collection of medical documents and reports;
 - 1.1.9.4.6 Use the Bright Futures Guidelines to inform home visits and support healthy child development.
- 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Offer Role modeling and Mentoring around parenting techniques;
 - 1.1.10.2 Refer clients to participate in the Circle of Parents support group;
 - 1.1.10.3 Involve families in leadership roles whenever possible;
 - 1.1.10.4 Work closely with NH Children's Trust to promote and link client with advocacy projects.
- 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
- 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Maintain cooperative relationships with NH Employment Program staff in order to facilitate employment related supports and services;
 - 1.1.12.2 Refer homeless pregnant youth ages 18-22 to the CFS Transitional Living Program;
 - 1.1.12.3 Help families enhance their Family Service (goal) Plans which may include life skills, independent living skills and life planning goal and objectives.
- 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Provide supports that reduce risks and increase protective factors that can change the health trajectory of the adults and children served.
- 1.1.14 Life skills training; the Contractor will:

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services

Exhibit A



- 1.1.14.1 Work with parents to discuss their educational and work history and career path.
- 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Recommend that parents start reading to the fetus in utero;
 - 1.1.15.2 Help parents understand the importance of reading to their children;
 - 1.1.15.3 Use the "Born to Learn" curriculum from Parents As Teachers curriculum;
 - 1.1.15.4 Work with parents to address their educational goals which could include:
 - 1.1.15.4.1 Looking at picture books together;
 - 1.1.15.4.2 Using audio-books to guide parent and child through a book;
 - 1.1.15.4.3 Participating in parent groups and story time opportunities to listen to others;
- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule; the Contractor will:
 - 1.1.16.1 Use Bright Futures Guidelines to provide medical and health educations;
 - 1.1.16.2 Follow Bright futures and the APA medical and health education preventive care visit schedule.
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Ensure that all pregnant women enrolled in the program:
 - 1.1.17.1.1 have a Prime MD depression screening during pregnancy as a baseline;
 - 1.1.17.1.2 Receive the Edinburg Postnatal Screen at two (2) weeks post-partum and again six (6) to eight (8) weeks post-partum.
 - 1.1.17.2 Families enrolled in the program are given a short depression screen called the Patient Health Questionnaire-9 (PHQ-9).
 - 1.1.17.3 Link clients/families to appropriate services including:
 - 1.1.17.3.1 Family Counseling program for office-based therapy;
 - 1.1.17.3.2 Concord Hospital's post-partum support group;
 - 1.1.17.3.3 Riverbend if medication and home-based therapy are needed.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Discuss the importance of oral health with clients during pregnancy;
 - 1.1.18.2 Provide dental education; such as:
 - 1.1.18.2.1 Proper cleaning of gums and mouths of babies(do's and don'ts);
 - 1.1.18.2.2 Bottle rot and other hazards.
 - 1.1.18.3 Assist in finding appropriate dental care;
 - 1.1.18.4 Use the Oral Health Risk Assessment tool in order to follow the Bright Future guidelines on oral health risk assessment being performed for children 6 and 9 months of age until a dental home is established.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Help clients access a plethora of services to address their needs such as:
 - 1.1.19.1.1 Family Planning;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit A

-
- 1.1.19.1.2 Basic needs through City Welfare and Community Action Partners for energy programs, fuel assistance, nutrition, and utility assistance;
 - 1.1.19.1.3 Financial needs through debt management services and foreclosure counseling;
 - 1.1.19.1.4 Transportation needs through Medicaid providers and free bus passes;
 - 1.1.19.1.5 NH Housing needs through Section 8, subsidized housing, CATCH housing, Families in Transitions and The Friends Shelter.
 - 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Provide significant education and support to parent through Parents As Teachers and the home visiting aspect of the program;
 - 1.1.20.2 Link parents with the programming of Concord Connections;
 - 1.1.20.3 Offer parenting support group to female inmates at Shea Farm through a partnership with the NH Department of Corrections;
 - 1.1.20.4 Link parents with other providers, such as hospital or health center groups.
 - 1.1.21 Parents As Teachers home visiting curriculum;
 - 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Work with clients regarding the hazards of smoking and secondhand smoke as part of their health assessment and education;
 - 1.1.22.2 Work to motivate smokers to quit, when ready to quit;
 - 1.1.22.3 Refer smokers to QuitWorks NH.
 - 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Use TWEAK screening for all pregnant women;
 - 1.1.23.2 Conduct brief interventions for those who test positive;
 - 1.1.23.3 Refer clients that need further assessment/intervention to:
 - 1.1.23.3.1 Families in Transition;
 - 1.1.23.3.2 The Farnum Center's Webster Place;
 - 1.1.23.3.3 Child and Family Service Adolescent Substance Abuse Treatment (only for clients through age 24.)
 - 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Ensure staff members are trained in trauma informed care;
 - 1.1.24.2 Use the trauma-informed approach for the entirety of care;
 - 1.1.24.3 Refer client who are in need of therapeutic service to Child and Family Services Family Counseling program for office-based treatment.
 - 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Encourage pregnant women to apply prenatally;
 - 1.1.25.2 Take clients to WIC appointments when necessary.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:

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Comprehensive Family Support Services



Exhibit A

-
- 1.2.1 Actively outreach with partner agencies through relationships and participation in collaborative efforts;
 - 1.2.2 Distribute collateral materials including CFSS and agency brochures, CFS "All in the Family" newsletters, and Concord Connection flyers;
 - 1.2.3 Include parenting and family resource center information on the CFS website (www.cfsnh.org) under "Good Parent U";
 - 1.2.4 Provide information sessions and presentations with community agencies and their representatives; and
 - 1.2.5 Use media coverage.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Offer home visits at all times of the morning, afternoon and evening;
 - 1.3.2 Offer weekend appointment when a family is unable to meet during the week;
 - 1.3.3 Increase efforts for father involvement;
 - 1.3.4 Encourage clients to involve family member and caregivers in home visiting assessments even if they do not live with the client.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Actively participate in community-based meetings;
 - 1.4.2 Collaborate through phone calls and meetings to coordinate services;
 - 1.4.3 Communicate with health care and other providers with appropriate client releases for sharing of nurse and medical notes,
 - 1.4.4 Actively engage in partnerships, which include:
 - 1.4.4.1 Maintaining relationships with child care providers and resource and referral organizations;
 - 1.4.4.2 Significant relationship with Concord schools;
 - 1.4.4.3 Participate in Infant Mental Health Regional Team, NH Association for Infant Mental Health for client-specific coordination and to remain informed about emergency issues;
 - 1.4.4.4 Work closely with and provide domestic violence referrals to NH Coalition Against Domestic and Sexual Abuse;
 - 1.4.4.5 Engage in Concord Connections Collaborative partnership and planning with Riverbend, The Children's Place, UNH Cooperative Extension and the Concord School District;
 - 1.4.4.6 Work with NH Children's Trust around training, technical assistance and client advocacy and recognition;
 - 1.4.4.7 Engage with NH Employment Program and staff around client supports and attend wraparound meetings;
 - 1.4.4.8 Link clients with coordinate services with client residing in CFS Transitional Living Program;

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- 1.4.4.9 Keep informed about health care system, maintaining relationships with medical community, coordinate to establish and maintain medical homes for clients, coordinate with and refer clients to WIC, NH Medicaid, mental health providers and substance abuse providers;
- 1.4.4.10 Maintain and expand upon our relationships with referring clients for basic needs, financial supports, transportation and other supports;
- 1.4.4.11 Maintain relationships with funders including the NH DHHS, Granite United Way, Healthy Beginnings Foundation, and non-profit resources including NH Center for Nonprofits;
- 1.4.4.12 Maintain relationships with businesses in the private sector to leverage client support;
- 1.4.4.13 Partnership with NH Minority Health Coalition for agency's cultural sensitivity review.
- 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
 - 1.5.1 Help identify charitable resources
 - 1.5.2 Raise funds through:
 - 1.5.2.1 Private philanthropy
 - 1.5.2.2 Securing charitable grants from foundation and corporations.
- 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages:
 - 1.6.1 Prevention: is provided through the Concord Connections Collaborative with activities that are directed toward the general public;
 - 1.6.2 Early Intervention: is provided primarily through Family Support Worker through home visiting services and also through community partnerships;
 - 1.6.3 Crisis: is provided to highly vulnerable families who are at imminent risk for having a child placed in out of home care or are at a crisis point that requires immediate attention to provide a safe environment. Services may include:
 - 1.6.3.1 Immediate and/or assisted referrals to medical, behavioral health or other support services such as the NH Coalition Against Domestic and Sexual Violence.
- 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General and ASQ & ASQ-SE for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);

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- 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
- 1.9.1 Have the Program Director and staff evaluate the program during monthly team meetings;
 - 1.9.2 Have the Operations Team, QI Committee and Board of Trustees evaluate the program to examine program procedures, outputs, client outcomes and establish annual outcome and output targets;
 - 1.9.3 Survey clients when services end and during two (2) survey months annually.
- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
- 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;

**New Hampshire Department of Health and Human Services
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- 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
 - 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings

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- 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that are necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
- 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.
- 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**

Exhibit A



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- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
 - 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
 - 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
 - 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
 - 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
 - 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
 - 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
 - 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- discussed with anyone except the Division's personnel in the performance of contracted services.
- 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
 - 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
 - 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
 - 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
 - 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
 - 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
 - 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
 - 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
 - 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.

Exhibit A



- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
- 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and
 - 2.1.1.10 Community impact of the services provided;
 - 2.1.1.11 Family income, composed of earned income and child support receipts;
 - 2.1.1.12 Number of families employed or in training;
 - 2.1.1.13 Number of families reporting housing destabilization;
 - 2.1.1.14 Number of expectant women and children receiving WIC services.
 - 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
- 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of

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each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:

- 2.3.1 Information regarding accomplishments and activities for the program;
- 2.3.2 Recommendations for service development and outcomes;
- 2.3.3 Systemic barriers; and
- 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Child and Family Services of New Hampshire – (Concord Services Area)

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$71,404. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, by utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

8/15

STATE OF NEW HAMPSHIRE
 Department of Health and Human Services
 Division for Children, Youth and Families

Form 2096
 May 2009

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ Full Time (31 or more hrs) ☐ Half Time (16-30 hrs/week) ☐ Part Time (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Email Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States,
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

BA
5/14/14

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit B

-
- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
- 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

BAH

5/2/14



REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

5/12/14
Date

Contractor Name: Child & Family Services of NH

[Signature]
Name: Guia Alvarez de Toledo
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Child & Family Service of NH

5/12/14
Date

[Signature]
Name: Ena Alvarez de Toledo
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]



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.

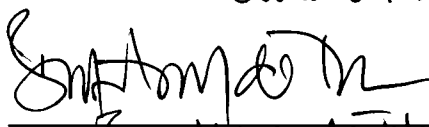
PRIMARY COVERED TRANSACTIONS

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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

5/12/14
Date

Contractor Name: Child & family service of NH

Name: Superintendent of Schools
Title: President & CEO



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: *Child and Family Service of NH*

[Signature]

Name: *Erin Alvarez de Toledo*

Title: *President & CEO*

5/12/14
Date



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Child and Family Service of NH*

5/12/14
Date

[Signature]
Name: *Boja Awerzde Tobdo*
Title: *President & CEO*



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.

(3) 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

BA

5/2/14



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

RAT

5/12/14



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

NH DHHS
The State
[Signature]
Signature of Authorized Representative
Mary Ann Cooney
Name of Authorized Representative
Associate Commissioner
Title of Authorized Representative
5/27/14
Date

Child and Family Services of NH
Name of the Contractor
[Signature]
Signature of Authorized Representative
SOFIA ALVAREZ DE TOLEDO
Name of Authorized Representative
PRESIDENT & CEO
Title of Authorized Representative
5/12/14
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: *Child and family service of NH*

[Signature]

Name: *Boya Aworinde Toluwa*

Title: *President & CEO*

5/12/14
Date

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 095505905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

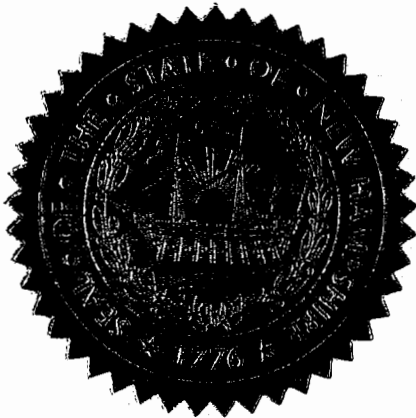
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12th day of May, 2014.

Marilyn T. Mahoney
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Wilborough

The forgoing instrument was acknowledged before me this 12th day of May, 2014.

By MARILYN T. MAHONEY
(Name of Elected Officer of the Agency)

Suzanne C. Dorgan
(Notary Public/Justice of the Peace)



SUZANNE C. DORGAN, Notary Public
My Commission Expires December 4, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Linda Dacey, CIC PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: ldacey@crossagency.com																						
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Philadelphia Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td>QBE Insurance Corp</td><td>39217</td></tr><tr><td>INSURER C:</td><td>Travelers Ins. Co.</td><td>-</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Ins Co		INSURER B:	QBE Insurance Corp	39217	INSURER C:	Travelers Ins. Co.	-	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Travelers Ins. Co.	-																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 13-14 All incl F&F & Prof **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		PHPK1043433	7/1/2013	7/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					
A	AUTOMOBILE LIABILITY					
	☒ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	PHPK1043433	7/1/2013	7/1/2014	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Drive other car \$ 1,000,000
A	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
	DED ☒ RETENTION \$ 10,000		PHUB427096	7/1/2013	7/1/2014	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☒ N	QWC4001064			☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		(3a.) NE			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	All officers included	4/4/2014	4/4/2015	E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity & Forgery		105912196	4/1/2013	4/1/2016	Limit \$200,000
	A Professional Liability		PHPK879641	7/1/2013	7/1/2014	Aggregate \$2,000,000

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

DHHS: State of NH, Division for Children, Youth & Families are listed as additional insureds with respects to the CGL as per written contract.

CERTIFICATE HOLDER

(603) 271-4729 John.H.Harrington@dhhs.sta

DHHS: State of NH
Director Division for Children, Youth & Families
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

[GIVE NOW](#)

Child and Family Services

To report child abuse or neglect,
please [click here](#) for information.

[HOME](#)[ABOUT](#)[SERVICES](#)[CONTACT](#)[FAQ](#)[DONATE](#)[VOLUNTEER](#)[SUPPORT](#)[PRIVACY](#)[TERMS](#)[FAQ](#)[CONTACT](#)[DONATE](#)[VOLUNTEER](#)

Mission

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

Philosophy

...the well-being of future generations and the well-being of their communities depends on the quality of care we provide each child today.

...children need strong families and caring communities to attain their full potential.

...setting the highest standards of integrity and professionalism will enable us to provide quality services to children and their families.

Standing

Founded in 1850, Child and Family Services is the oldest children's charitable organization in NH. An independent/private nonprofit, CFS is a founding member of the Child Welfare League of America.

Funding

A nonprofit, non-sectarian organization, Child and Family Services receives funding from individuals, foundations, United Ways, corporate donations, state, federal and community grants, and civic organizations.

Fees

Services are either free, available on a sliding-fee scale or for a basic fee, or covered by insurance. Some programs are limited geographically or by funding specifications. Please refer to each program description for further information.

Statewide Headquarters: 464 Chestnut St., P.O. Box 448, Manchester, NH 03105
Toll Free: 800-640-6486 | Tel: 603-518-4000 | Fax: 603-668-6260 | Email: info@cfsnh.org

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**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2013

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HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit.

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

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

The Board of Trustees
Child and Family Services of New Hampshire

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2014, on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

HESSION, PAZ, P.C.

March 19, 2014

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2013 and 2012

ASSETS		
	<u>2013</u>	<u>2012</u>
Assets		
Cash and cash equivalents	\$ 299,616	\$ 255,465
Cash restricted for payment of long-term debt	30,000	30,000
Accounts receivable, less allowance for doubtful accounts of \$6,805 in 2013 and \$7,505 in 2012	826,082	949,727
Prepaid expenses	171,481	130,667
Deferred expenses	10,175	24,843
Bequest receivable	50,000	50,000
Beneficial interest in funds held by others	1,872,875	1,736,855
Property, plant and equipment, net	7,048,577	7,316,090
Investments	<u>16,978,687</u>	<u>14,955,171</u>
Total assets	<u>\$ 27,287,493</u>	<u>\$ 25,448,818</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 206,247	\$ 130,627
Accrued vacation	271,820	260,070
Accrued wages and related expenses	351,068	309,579
Annuities payable	362	1,487
Mark to market interest rate swap liability	937,081	1,558,953
Long-term debt	<u>5,319,031</u>	<u>5,432,682</u>
Total liabilities	<u>7,085,609</u>	<u>7,693,398</u>
Net assets		
Unrestricted	(73,905)	255,496
Designated by Board	14,210,820	11,983,121
Temporarily restricted	2,943,580	2,771,474
Permanently restricted	<u>3,121,389</u>	<u>2,745,329</u>
Total net assets	<u>20,201,884</u>	<u>17,755,420</u>
Total liabilities and net assets	<u>\$ 27,287,493</u>	<u>\$ 25,448,818</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,394,288	\$ -	\$ -	\$ 8,394,288
Contributions	265,340	-	240,040	505,380
Foundations and trusts	712,659	-	-	712,659
United Way	273,560	-	-	273,560
Special events (net of direct costs of \$98,956)	299,357	-	-	299,357
Net assets released from restriction for operating activities	72,301	(72,301)	-	-
Total public support	<u>10,017,505</u>	<u>(72,301)</u>	<u>240,040</u>	<u>10,185,244</u>
Revenue				
Program service fees	1,862,787	-	-	1,862,787
Endowment transfer to support operations	694,226	-	-	694,226
In-kind donations	120,954	-	-	120,954
Rents	2,985	-	-	2,985
Income from HEFA trust	6,514	-	-	6,514
Total other revenue	<u>2,687,466</u>	<u>-</u>	<u>-</u>	<u>2,687,466</u>
Total public support and revenue	<u>12,704,971</u>	<u>(72,301)</u>	<u>240,040</u>	<u>12,872,710</u>
Expenses				
Program services				
Family counseling	911,726	-	-	911,726
Teen and youth	1,716,126	-	-	1,716,126
Child abuse treatment and family strengthening	3,652,550	-	-	3,652,550
Child abuse prevention	2,004,988	-	-	2,004,988
Early intervention	408,720	-	-	408,720
Homecare	1,952,380	-	-	1,952,380
Residential services	578,849	-	-	578,849
Adoptions and pregnancy counseling	133,858	-	-	133,858
Child advocacy	108,281	-	-	108,281
Summer camp	280,018	-	-	280,018
Total program services	<u>11,747,496</u>	<u>-</u>	<u>-</u>	<u>11,747,496</u>
Supporting services				
Public relations and financial development	453,384	-	-	453,384
Management and general	834,321	-	-	834,321
Total supporting services	<u>1,287,705</u>	<u>-</u>	<u>-</u>	<u>1,287,705</u>
Total expenses	<u>13,035,201</u>	<u>-</u>	<u>-</u>	<u>13,035,201</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(330,230)</u>	<u>(72,301)</u>	<u>240,040</u>	<u>(162,491)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>\$ (330,230)</u>	<u>\$ (72,301)</u>	<u>\$ 240,040</u>	<u>\$ (162,491)</u>
Non-operating gains and losses				
Investment gain (net of fees) reduced by the portion of cumulative net appreciation designated for current operations	1,606,655	244,407	-	1,851,062
Unrealized gain on mark to market interest rate swap	621,873	-	-	621,873
Change in beneficial interest in funds held by others	-	-	136,020	136,020
Increase in net assets	1,898,298	172,106	376,060	2,446,464
Net assets, beginning of year	12,238,617	2,771,474	2,745,329	17,755,420
Net assets, end of year	<u>\$ 14,136,915</u>	<u>\$ 2,943,580</u>	<u>\$ 3,121,389</u>	<u>\$ 20,201,884</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets change in restrictions	281,064	(350,282)	69,218	-
Total public support	<u>9,891,060</u>	<u>(350,282)</u>	<u>228,493</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,742,531</u>	<u>(350,282)</u>	<u>228,493</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment and family strengthening	1,984,898	-	-	1,984,898
Child abuse prevention	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>35,060</u>	<u>(350,282)</u>	<u>228,493</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ 35,060	\$ (350,282)	\$ 228,493	\$ (86,729)
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	809,399	158,899	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	945,907	(191,383)	319,223	1,073,747
Net assets, beginning of year, as originally stated	11,374,816	2,619,139	2,687,718	16,681,673
Reclassification to comply with UPMIFA (Note 18)	(82,106)	343,718	(261,612)	-
Net assets, beginning of year as restated	11,292,710	2,962,857	2,426,106	16,681,673
Net assets, end of year	<u>\$ 12,238,617</u>	<u>\$ 2,771,474</u>	<u>\$ 2,745,329</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 2,446,464	\$ 1,073,747
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	362,791	369,616
Realized (gain) on sale of investments	(435,757)	(102,398)
Unrealized (gain) on investments	(1,770,261)	(1,463,682)
Unrealized (gain) on mark to market interest rate swap	(621,872)	(101,448)
Amortization of NHHFA notes payable	19,530	18,426
(Increase) in restricted cash	-	(5,000)
Decrease in accounts receivable	123,645	31,147
(Increase) in prepaid expenses	(40,814)	(68,441)
Decrease in deferred expenses	14,668	17,529
(Increase) in bequest receivable	-	(50,000)
(Increase) in beneficial interests in trusts	(136,020)	(90,729)
Increase in accounts payable	75,620	21,035
Increase (decrease) in accrued vacation and expenses	53,240	43,537
	<u>91,234</u>	<u>(306,661)</u>
Net cash provided by (used in) operating activities		
Cash flows used in investing activities		
Contribution restricted to endowment	(240,040)	(159,275)
Reinvested income	(396,458)	(310,652)
Proceeds from appropriation of endowment	819,000	1,151,675
Proceeds from release of restricted endowment	-	24,400
Cash paid for land, buildings and equipment	(95,279)	(83,477)
	<u>87,223</u>	<u>622,671</u>
Net cash provided by investing activities		
Cash flows from financing activities		
Cash advance on line of credit	5,348,845	5,674,677
Cash (payment) on line of credit	(5,348,845)	(5,799,212)
Cash payments on long-term debt	(133,181)	(138,423)
Cash paid on annuity	(1,125)	(1,125)
	<u>(134,306)</u>	<u>(264,083)</u>
Net cash (used in) financing activities		
Increase in cash and cash equivalents	44,151	51,927
Cash and cash equivalents, beginning of year	<u>255,465</u>	<u>203,538</u>
Cash and cash equivalents, end of year	<u>\$ 299,616</u>	<u>\$ 255,465</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 319,434</u>	<u>\$ 332,900</u>
Amortization of 2007 NHHFA note payable	<u>\$ 10,373</u>	<u>\$ 9,786</u>
Amortization of 2005 NHHFA note payable	<u>\$ 9,157</u>	<u>\$ 8,640</u>
See notes to financial statements.		

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2013

	Family Counseling	Teen and Youth	Child Abuse Treatment and Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Public Relations and Financial Development	Management and General	Total
Salaries	\$ 525,824	\$ 880,092	\$ 1,968,360	\$ 1,078,120	\$ 232,297	\$ 1,403,372	\$ 333,640	\$ 75,403	\$ 76,934	\$ 92,872	\$ 230,481	\$ 557,151	\$ 7,454,546
Employee benefits	72,334	129,319	252,237	132,292	39,776	76,044	55,127	13,216	6,589	10,429	30,150	94,349	911,862
Payroll related costs	55,849	96,379	208,029	126,828	23,359	157,958	39,696	6,883	6,461	10,960	19,121	51,604	803,127
Assistance to individuals	29,947	180,505	294,768	79,876	315	10,494	29,606	4,866	-	50,331	93,137	-	773,845
Travel and transportation	13,763	61,450	379,407	88,099	19,774	60,826	13,996	2,938	365	4,175	2,401	1,210	648,404
Professional fees	91,664	44,849	32,638	180,052	41,936	33,190	18,932	9,407	579	16,606	7,615	28,552	506,020
Occupancy	32,432	72,533	138,525	68,176	10,610	39,025	20,474	3,358	2,737	50,404	9,773	5,589	453,636
Interest	26,719	48,021	108,889	59,276	12,154	59,802	16,366	3,853	3,282	8,191	-	698	347,251
Communications	12,722	36,945	63,202	29,042	6,244	17,454	6,683	4,848	2,100	4,401	12,963	1,609	198,213
Rental and equipment maintenance	7,683	17,832	10,840	19,025	2,285	2,716	3,901	2,120	1,087	3,354	-	34,747	105,590
Supplies	2,819	21,179	13,711	21,118	1,605	10,614	7,064	550	440	9,941	2,183	4,577	95,801
Insurance	3,928	11,346	21,303	12,271	2,629	8,108	4,489	754	570	666	1,794	5,628	73,486
Printing and publications	1,339	2,029	6,046	3,051	1,074	6,368	249	897	961	5,331	35,955	5,557	68,857
Miscellaneous	1,810	6,083	7,673	17,962	924	10,168	2,213	(345)	177	1,117	3,009	1,922	52,713
Conferences and meetings	4,399	5,665	4,761	5,747	1,271	524	1,656	582	918	2,148	2,655	9,872	40,198
Membership dues	840	1,459	1,980	4,371	487	907	555	80	1,601	179	1,420	4,028	17,907
Total expenses before depreciation and in-kind donations	884,072	1,615,686	3,512,369	1,925,306	396,740	1,897,570	554,647	129,410	104,801	271,105	452,657	807,093	12,551,456
Depreciation	27,654	51,685	102,612	58,812	11,980	54,810	21,650	4,448	3,480	7,964	-	17,696	362,791
In-kind donations	-	48,755	37,569	20,870	-	-	2,552	-	-	949	727	9,532	120,954
Total functional expenses	\$ 911,726	\$ 1,716,126	\$ 3,652,550	\$ 2,004,988	\$ 408,720	\$ 1,952,380	\$ 578,849	\$ 133,858	\$ 108,281	\$ 280,018	\$ 453,384	\$ 834,321	\$ 13,035,201

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment and Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Public Financial Development	Relations and Management and General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,688	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – include the following:

Undesignated – Net assets include revenue and expenses associated with the principal operating mission of the Organization.

Board Designated – Net assets include the fair value of unrestricted investments that the Board of Trustees has set aside and elected to use towards future operations.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. Permanently restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Principles of consolidation

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

Use of estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenue and expenses. Actual results could differ from those estimates.

Income taxes

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2013 and 2012. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2010 are no longer subject to examination by federal and state taxing authorities.

Cash and cash equivalents

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Cash restricted for payment of long-term debt

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2013 and 2012, the balance of this escrow fund was \$30,000.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Bond refinance costs

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

Accounts receivable and revenue

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for doubtful accounts

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2013 and 2012, accounts receivable are presented net of an allowance for doubtful accounts of \$6,805 and \$7,505, respectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost, or in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

Investments

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

Annuities

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

Contributions and grants

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated materials and services

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to the Organization's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses

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

Reclassification

Certain 2012 amounts have been reclassified to conform to 2013 classification. These reclassifications had no effect on the increase in net assets for 2012.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	<u>2013</u>	<u>2012</u>
Grants receivable	\$ 639,140	\$ 697,348
Fees for services	<u>193,747</u>	<u>259,884</u>
	832,887	957,232
Less allowance for uncollectible accounts	<u>(6,805)</u>	<u>(7,505)</u>
Total	<u>\$ 826,082</u>	<u>\$ 949,727</u>

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors. The Organization has received distributions from the funds over the last two years. Excess earnings, if any, are reinvested.

At December 31, 2013 and 2012, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$823,141 and \$751,523, respectively. The Organization received \$28,983 and \$30,214 from the funds in 2013 and 2012, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2013</u>	<u>2012</u>
Greenleaf	100%	\$ 412,530	\$ 382,039
Spaulding	100%	358,793	329,237
Cogswell	50%	<u>278,411</u>	<u>274,056</u>
Total		<u>\$ 1,049,734</u>	<u>\$ 985,332</u>

In 2013 and 2012, income distributed by these trusts was \$39,498 and \$43,342, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2011	\$ 1,646,125
Change in value of beneficial interest	<u>90,730</u>
Balance at December 31, 2012	1,736,855
Change in value of beneficial interest	<u>136,020</u>
Balance at December 31, 2013	<u>\$ 1,872,875</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>2013</u>	<u>2012</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,620,212	8,540,136
Furniture and equipment	1,879,897	1,864,695
Vehicles	128,606	128,606
Leasehold improvements	66,783	66,783
Software	168,608	168,608
	<u>12,009,055</u>	<u>11,913,777</u>
Less accumulated depreciation	<u>(4,960,478)</u>	<u>(4,597,687)</u>
Property, plant and equipment, net	<u>\$ 7,048,577</u>	<u>\$ 7,316,090</u>

Note 7. INVESTMENTS

Investments consist of the following:

	<u>2013</u>		<u>2012</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,645,782	\$ 8,236,680	\$ 5,378,589	\$ 6,563,094
International equities	3,924,889	4,564,826	3,858,629	3,891,869
Fixed income securities	2,035,902	2,082,570	1,988,704	2,207,774
Inflation hedging	1,813,431	1,765,252	1,768,387	1,883,898
Cash and equivalents	<u>329,359</u>	<u>329,359</u>	<u>408,536</u>	<u>408,536</u>
Total	<u>\$ 13,749,363</u>	<u>\$ 16,978,687</u>	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (continued)

Investment return is summarized as follows:

	<u>2013</u>	<u>2012</u>
Interest and dividend income	\$ 396,458	\$ 310,652
Net realized and unrealized gain	<u>2,206,018</u>	<u>1,566,080</u>
Total investment gain	<u>\$ 2,602,476</u>	<u>\$ 1,876,732</u>

For the years ended December 31, 2013 and 2012, expenses relating to investment revenues, including management fees, amounted to \$86,474 and \$88,028, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2013 was 5% of the average fair market value of all investments over the previous twelve quarters. The income recognized was \$694,226 and \$856,719 at December 31, 2013 and 2012, respectively. Additional appropriation of income from Board designated funds were \$58,016 for management fees and \$294,956 for management fees and cash flow needs at December 31, 2013 and 2012, respectively. Appreciation on permanently restricted investments of \$66,758 and \$73,594 was released at December 31, 2013 and 2012, respectively. The total cash transferred to operations from investments during the years ended December 31, 2013 and 2012 was \$819,000 and \$1,176,075, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2013. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (concluded)

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
December 31, 2013				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 8,236,680	\$ 8,236,680	\$ -	\$ -
International equities	4,564,826	4,564,826	-	-
Fixed income securities	2,082,570	-	2,082,570	-
Inflation hedging	<u>1,765,252</u>	<u>1,765,252</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 16,649,328</u>	<u>\$ 14,566,758</u>	<u>\$ 2,082,570</u>	<u>\$ -</u>
December 31, 2012				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>

Note 8. LINE OF CREDIT

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2014, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2013), adjusted at each change in the index. At December 31, 2013, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2013</u>	<u>2012</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 10.	\$ 4,960,000	\$ 5,075,000
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	13,988	32,169
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	161,785	152,628
Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.	<u>183,258</u>	<u>172,885</u>
Total	5,319,031	5,432,682
Less current maturities	<u>(128,988)</u>	<u>(133,093)</u>
Long-term debt	<u>\$ 5,190,043</u>	<u>\$ 5,299,589</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Future maturities of long-term debt are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2014	\$ 128,988
2015	120,000
2016	130,000
2017	135,000
2018	140,000
Thereafter	<u>4,665,043</u>
Total	<u>\$ 5,319,031</u>

Note 10. SERIES 2007 REVENUE BONDS

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2013 and 2012 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2013 and 2012, the Organization recorded the swap liability position of approximately \$937,081 and \$1,558,953, respectively.

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2013, the Organization was not in compliance with one of these covenants. The Organization has received a default waiver from the bank for 2013.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services:

	<u>2013</u>	<u>2012</u>
Deferred loan interest	\$ 904,952	\$ 924,488
Cumulative appreciation on permanently restricted net assets	582,272	404,623
Camp Spaulding	448,328	498,104
Camp Pavillion	290,427	298,676
Union Street	231,413	238,219
Child abuse prevention	154,658	96,432
Teen and youth	128,577	114,939
Teen center	91,839	101,673
Camp	49,194	52,483
Family counseling	42,438	29,455
Homecare	19,482	6,140
Child abuse treatment	<u>-</u>	<u>6,242</u>
Total	<u>\$ 2,943,580</u>	<u>\$ 2,771,474</u>

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At December 31, 2013 and 2012, permanently restricted net assets of \$3,121,389 and \$2,745,329, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2013 and 2012, permanently restricted net assets include \$1,872,875 and \$1,736,855, respectively, in investments held in perpetual trusts.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 13. LEASES

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year ending December 31,</u>	<u>Amount</u>
2014	\$ 101,601
2015	82,707
2016	82,707
2017	16,217
2018	<u>3,621</u>
Total	<u>\$ 286,853</u>

For the years ended December 31, 2013 and 2012, rent expense in connection with these leases was \$123,341 and \$123,117, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS

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

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

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

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

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2013	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,542,074	\$ 404,623	\$ 1,008,474	\$ 14,955,171
Investment return				
Investment income	359,232	37,226	-	396,458
Realized gain	394,834	40,923	-	435,757
Unrealized gain	<u>1,604,003</u>	<u>166,258</u>	<u>-</u>	<u>1,770,261</u>
Total investment return	2,358,069	244,407	-	2,602,476
Contribution	-	-	240,040	240,040
Appropriation of endowment assets:				
Spending rate	(694,226)	(66,758)	-	(760,984)
Additional from Board designated for fees	<u>(58,016)</u>	<u>-</u>	<u>-</u>	<u>(58,016)</u>
	<u>(752,242)</u>	<u>(66,758)</u>	<u>-</u>	<u>(819,000)</u>
Investments, end of year	<u>\$ 15,147,901</u>	<u>\$ 582,272</u>	<u>\$ 1,248,514</u>	<u>\$ 16,978,687</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 937,081	\$ -	\$ -	\$ 937,081
Board designated	14,210,820	-	-	14,210,820
Donor designated	<u>-</u>	<u>582,272</u>	<u>1,248,514</u>	<u>1,830,786</u>
Total	<u>\$ 15,147,901</u>	<u>\$ 582,272</u>	<u>\$ 1,248,514</u>	<u>\$ 16,978,687</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	284,371	26,281	-	310,652
Realized gain	93,735	8,663	-	102,398
Unrealized gain	<u>1,339,727</u>	<u>123,955</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,717,833	158,899	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(783,125)	(73,594)	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,078,081)</u>	<u>(73,594)</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>(24,400)</u>	<u>-</u>	<u>(24,400)</u>
Reclassification to comply with UPMIFA	<u>(82,106)</u>	<u>343,718</u>	<u>(261,612)</u>	<u>-</u>
Investments, end of year	<u>\$ 13,542,074</u>	<u>\$ 404,623</u>	<u>\$ 1,008,474</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,558,953	\$ -	\$ -	\$ 1,427,154
Board designated	11,983,121	-	-	12,114,920
Donor designated	<u>-</u>	<u>404,623</u>	<u>1,008,474</u>	<u>1,413,097</u>
Total	<u>\$ 13,542,074</u>	<u>\$ 404,623</u>	<u>\$ 1,008,474</u>	<u>\$ 14,955,171</u>

Note 15. PENSION PLAN

The Organization sponsored a defined contribution plan that covered all employees at day of hire and who were at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2013 and 2012.

Note 16. RISKS AND UNCERTAINTIES

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation (FDIC) insures the balances up to \$250,000 at each bank. At times during the year, funds carried in the Organization's accounts exceed FDIC limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk related to uninsured funds.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 16. RISKS AND UNCERTAINTIES (concluded)

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

Note 17. PRIOR PERIOD ADJUSTMENT

Endowment funds have been reclassified to reflect cumulative appropriations at the Organization's Board approved spending rate. The effect of this reclassification increased temporarily restricted net assets by \$343,718, decreased permanently restricted net assets by \$261,612 and decreased unrestricted net assets by \$82,106.

Note 18. SUBSEQUENT EVENTS

Child and Family Services of New Hampshire have evaluated subsequent events through March 19, 2014, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2013.

**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

INTERNAL CONTROL LETTER

DECEMBER 31, 2013



HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

March 19, 2014

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

In planning and performing our audit of the financial statements of Child and Family Services of New Hampshire (the "Organization") as of and for the year ended December 31, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis.

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

This communication is intended solely for the information and use of management, Board of Trustees, and others within the organization, and is not intended to be and should not be, used by anyone other than these specified parties.

HESSION & PARE, P.C.

**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2012

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HESSION & PARE, PC.

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

The Board of Trustees
Child and Family Services of New Hampshire

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2013, on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

March 20, 2013

Hession, Park, P.C.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2012 and 2011

ASSETS		
	<u>2012</u>	<u>2011</u>
Assets		
Cash and cash equivalents	\$ 255,465	\$ 203,538
Cash restricted for payment of long-term debt	30,000	25,000
Accounts receivable, less allowance for doubtful accounts of \$7,505 in 2012 and \$8,205 in 2011	949,727	980,874
Prepaid expenses	82,377	62,226
Deferred expenses	24,843	42,372
Bequest receivable	50,000	-
Beneficial interest in funds held by others	1,736,855	1,646,126
Property, plant and equipment, net	7,316,090	7,602,229
Investments	<u>14,955,171</u>	<u>14,095,239</u>
Total assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ -	\$ 124,535
Accounts payable	130,627	109,592
Accrued vacation	260,070	267,080
Accrued wages and related expenses	261,289	259,032
Annuities payable	1,487	2,612
Mark to market interest rate swap liability	1,558,953	1,660,401
Long-term debt	<u>5,432,682</u>	<u>5,552,679</u>
Total liabilities	<u>7,645,108</u>	<u>7,975,931</u>
Net assets		
Unrestricted	360,326	(16,618)
Designated by Board	12,114,920	11,391,434
Temporarily restricted	2,366,851	2,619,139
Permanently restricted	<u>2,913,323</u>	<u>2,687,718</u>
Total net assets	<u>17,755,420</u>	<u>16,681,673</u>
Total liabilities and net assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets released from restriction for operating activities	276,688	(252,288)	(24,400)	-
Total public support	<u>9,886,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,738,155</u>	<u>(252,288)</u>	<u>134,875</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment	1,984,898	-	-	1,984,898
Child abuse prevention and family strengthening	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>30,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ 30,684	\$ (252,288)	\$ 134,875	\$ (86,729)
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	968,298	-	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	1,100,430	(252,288)	225,605	1,073,747
Net assets, beginning of year	11,374,816	2,619,139	2,687,718	16,681,673
Net assets, end of year	<u>\$ 12,475,246</u>	<u>\$ 2,366,851</u>	<u>\$ 2,913,323</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 7,986,444	\$ -	\$ -	\$ 7,986,444
Contributions	401,525	-	211,401	612,926
Foundations and trusts	589,090	-	-	589,090
United Way	343,962	-	-	343,962
Special events (net of direct costs of \$101,186)	159,211	-	-	159,211
Net assets released from restriction for operating activities	118,762	(118,762)	-	-
Total public support	<u>9,598,994</u>	<u>(118,762)</u>	<u>211,401</u>	<u>9,691,633</u>
Revenue				
Program service fees	1,673,422	-	-	1,673,422
Endowment transfer to support operations	663,354	-	-	663,354
In-kind donations	221,620	-	-	221,620
Rents	3,626	-	-	3,626
Income from HEFA trust	8,145	-	-	8,145
Total other revenue	<u>2,570,167</u>	<u>-</u>	<u>-</u>	<u>2,570,167</u>
Total public support and revenue	<u>12,169,161</u>	<u>(118,762)</u>	<u>211,401</u>	<u>12,261,800</u>
Expenses				
Program services				
Family counseling	1,117,703	-	-	1,117,703
Teen and youth	2,278,597	-	-	2,278,597
Child abuse treatment	1,644,015	-	-	1,644,015
Child abuse prevention and family strengthening	2,768,202	-	-	2,768,202
Early intervention	408,898	-	-	408,898
Homecare	1,539,865	-	-	1,539,865
Residential services	592,487	-	-	592,487
Adoptions and pregnancy counseling	216,263	-	-	216,263
Child advocacy	211,588	-	-	211,588
Summer camp	227,957	-	-	227,957
Total program services	<u>11,005,575</u>	<u>-</u>	<u>-</u>	<u>11,005,575</u>
Supporting services				
Public relations and financial development	427,405	-	-	427,405
Management and general	785,600	-	-	785,600
Total supporting services	<u>1,213,005</u>	<u>-</u>	<u>-</u>	<u>1,213,005</u>
Total expenses	<u>12,218,580</u>	<u>-</u>	<u>-</u>	<u>12,218,580</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(49,419)</u>	<u>(118,762)</u>	<u>211,401</u>	<u>43,220</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ (49,419)	\$ (118,762)	\$ 211,401	\$ 43,220
Non-operating gains and losses				
Investment loss reduced by the portion of cumulative net appreciation designated for current operations	(951,952)	-	-	(951,952)
Unrealized (loss) on mark to market interest rate swap	(748,755)	-	-	(748,755)
Change in beneficial interest in funds held by others	-	-	(130,908)	(130,908)
Increase (decrease) in net assets	(1,750,126)	(118,762)	80,493	(1,788,395)
Net assets, beginning of year	13,124,942	2,737,901	2,607,225	18,470,068
Net assets, end of year	<u>\$ 11,374,816</u>	<u>\$ 2,619,139</u>	<u>\$ 2,687,718</u>	<u>\$ 16,681,673</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities		
Change in net assets	\$ 1,073,747	\$ (1,788,395)
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	369,616	373,667
Reinvested income	(310,652)	(392,867)
Realized (gain) on sale of investments	(102,398)	(356,631)
Unrealized (gain) loss on investments	(1,463,682)	976,443
Unrealized (gain) loss on mark to market interest rate swap	(101,448)	748,755
Amortization of NHHFA notes payable	18,426	17,382
(Increase) in restricted cash	(5,000)	-
(Increase) decrease in accounts receivable	31,147	(199,831)
(Increase) in prepaid expenses	(20,151)	(41,023)
(Increase) decrease in deferred expenses	17,529	(591)
(Increase) in bequest receivable	(50,000)	-
(Increase) decrease in beneficial interests in trusts	(90,729)	65,434
(Decrease) in deferred contract revenue	-	(74,919)
Increase (decrease) in accounts payable	21,035	(22,578)
Increase (decrease) in accrued vacation and expenses	(4,753)	23,578
Net cash (used in) operating activities	<u>(617,313)</u>	<u>(671,576)</u>
Cash flows used in investing activities		
Cash paid for land, buildings and equipment	<u>(83,477)</u>	<u>(75,122)</u>
Cash flows from financing activities		
Contribution restricted to endowment	(159,275)	(210,501)
Proceeds from appropriation of endowment	1,151,675	749,219
Proceeds from release of restricted endowment	24,400	-
Net cash advance (payment) on line of credit	(124,535)	124,535
Cash payments on long-term debt	(138,423)	(88,962)
Cash paid on annuity	<u>(1,125)</u>	<u>(1,125)</u>
Net cash provided by financing activities	<u>752,717</u>	<u>573,166</u>
Increase (decrease) increase in cash and cash equivalents	51,927	(173,532)
Cash and cash equivalents, beginning of year	<u>203,538</u>	<u>377,070</u>
Cash and cash equivalents, end of year	<u>\$ 255,465</u>	<u>\$ 203,538</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 332,900</u>	<u>\$ 337,341</u>
Amortization of 2007 NHHFA note payable	<u>\$ 9,786</u>	<u>\$ 9,232</u>
Amortization of 2005 NHHFA note payable	<u>\$ 8,640</u>	<u>\$ 8,150</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homework	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,688	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2011

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homework	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 638,368	\$ 1,212,882	\$ 918,542	\$ 1,453,036	\$ 235,855	\$ 1,131,447	\$ 341,041	\$ 122,574	\$ 119,515	\$ 73,392	\$ 225,280	\$ 544,150	\$ 7,036,082
Employee benefits	71,353	201,785	97,008	180,527	45,324	54,955	51,572	26,090	16,462	4,077	29,095	51,451	829,699
Assistance to individuals	36,252	198,916	77,431	198,213	(5)	11,333	34,632	10,680	(3)	36,982	72,465	-	676,896
Payroll related costs	62,571	112,312	84,241	142,947	20,673	111,478	31,378	10,001	10,248	6,416	18,495	38,514	649,274
Travel and transportation	37,610	59,117	60,798	301,668	21,259	38,296	10,903	3,699	4,773	6,372	2,914	591	548,000
Professional fees	97,102	59,390	76,426	40,191	31,700	19,304	21,431	9,121	26,899	15,237	13,172	36,872	446,845
Occupancy	28,251	80,945	52,194	95,526	9,646	27,681	22,510	5,020	3,327	49,799	7,849	25,537	408,285
Interest	35,501	74,595	95,914	51,737	13,548	50,508	18,107	7,072	7,070	7,062	-	2,193	363,307
Communications	16,346	45,197	28,859	59,657	7,557	16,838	8,008	6,058	3,511	3,867	17,668	2,521	216,087
Rental and equipment maintenance	8,031	17,378	11,256	11,149	3,971	3,054	6,214	2,993	1,137	1,553	-	30,605	97,341
Supplies	6,222	26,186	14,747	14,253	2,018	7,100	8,020	1,076	622	2,509	3,169	6,971	92,893
Printing and publications	10,786	2,288	9,653	4,365	1,266	9,917	2,991	(10)	852	4,542	31,523	1,223	79,396
Conferences and meetings	6,663	13,428	10,227	5,248	673	691	1,634	2,432	1,782	3,307	2,266	12,221	60,572
Insurance	4,565	11,771	6,952	14,575	1,286	4,831	4,434	918	640	376	1,274	4,609	56,231
Miscellaneous	1,448	4,631	6,518	10,690	769	5,105	1,624	1,119	6,684	680	831	2,291	42,390
Membership dues	658	3,474	1,666	3,033	217	931	1,778	160	1,161	277	1,392	5,248	19,995
Total expenses before depreciation and in-kind donations	1,081,727	2,124,295	1,552,432	2,586,815	395,757	1,493,469	566,277	209,003	204,680	216,448	427,393	764,997	11,623,293
Depreciation	35,387	75,066	91,082	50,671	13,141	46,396	21,419	7,260	6,908	10,307	-	16,030	373,667
In-kind donations	589	79,236	501	130,716	-	-	4,791	-	-	1,202	12	4,573	221,620
Total functional expenses	\$ 1,117,703	\$ 2,278,597	\$ 1,644,015	\$ 2,768,202	\$ 408,898	\$ 1,539,865	\$ 592,487	\$ 216,263	\$ 211,588	\$ 227,957	\$ 427,405	\$ 785,600	\$ 12,218,580

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. Permanent restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

Principles of consolidation

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income taxes

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2012 and 2011. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2008 are no longer subject to examination by federal and state taxing authorities.

Cash and cash equivalents

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Cash restricted for payment of long-term debt

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2012 and 2011, the balance of this escrow fund was \$30,000.

Bond refinance costs

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts receivable and revenue

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for doubtful accounts

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2012 and 2011, accounts receivable are presented net of an allowance for doubtful accounts of \$7,505 and \$8,205, respectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property, plant and equipment (concluded)

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

Investments

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

Annuities

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

Contributions and grants

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated materials and services

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to Child and Family Services of New Hampshire program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	<u>2012</u>	<u>2011</u>
Grants receivable	\$ 697,348	\$ 659,227
Fees for services	<u>259,884</u>	<u>329,852</u>
	957,232	989,079
Less allowance for uncollectible accounts	<u>(7,505)</u>	<u>(8,205)</u>
Total	<u>\$ 949,727</u>	<u>\$ 980,874</u>

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors; however, the Organization has received distributions from the funds of an amount equal to approximately 5% of the average market value of the fund over the last five years. Excess earnings, if any, are reinvested.

At December 31, 2012 and 2011, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$751,523 and \$706,317, respectively. The Organization received \$30,214 and \$32,695 from the funds in 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2012</u>	<u>2011</u>
Greenleaf	100%	\$ 382,039	\$ 362,040
Spaulding	100%	329,237	312,453
Cogswell	50%	<u>274,056</u>	<u>265,316</u>
Total		<u>\$ 985,332</u>	<u>\$ 939,809</u>

Income distributed by these trusts was \$43,342 and \$40,002 in 2012 and 2011, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2010	\$ 1,711,560
Contribution	65,474
Change in value of beneficial interest	<u>(130,908)</u>
Balance at December 31, 2011	1,646,126
Change in value of beneficial interest	<u>90,729</u>
Balance at December 31, 2012	<u>\$ 1,736,855</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>2012</u>	<u>2011</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,540,136	8,504,704
Furniture and equipment	1,864,695	1,855,844
Vehicles	128,606	163,794
Leasehold improvements	66,783	66,783
Software	168,608	147,015
	<u>11,913,777</u>	<u>11,883,089</u>
Less accumulated depreciation	<u>(4,597,687)</u>	<u>(4,280,860)</u>
Property, plant and equipment, net	<u>\$ 7,316,090</u>	<u>\$ 7,602,229</u>

Note 7. INVESTMENTS

Investments consist of the following:

	<u>2012</u>		<u>2011</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,378,589	\$ 6,563,094	\$ 5,410,122	\$ 5,864,679
International equities	3,858,629	3,891,869	3,794,526	3,278,319
Fixed income securities	1,988,704	2,207,774	2,422,615	2,632,737
Inflation hedging	1,768,387	1,883,898	2,221,542	2,038,106
Cash and equivalents	<u>408,536</u>	<u>408,536</u>	<u>281,398</u>	<u>281,398</u>
Total	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>	<u>\$ 14,130,203</u>	<u>\$ 14,095,239</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

During 2009, the Organization requested a full redemption of its investment in the limited partnership. The limited partnership acknowledged receipt of the request, but noted that redemptions from the fund were suspended as of the year ended December 31, 2009. During 2010, the limited partnership had formally notified the Organization that all outstanding redemption requests will be honored pro rata based on the redeeming investors' total investment in the Fund relative to the total of all redeeming investors' investment in the Fund. The amount redeemed for the year ended December 31, 2012 and 2011 was \$233,349 and \$689,085, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (continued)

Investment return is summarized as follows:

	<u>2012</u>	<u>2011</u>
Interest and dividend income	\$ 310,652	\$ 392,867
Net realized and unrealized gain (loss)	<u>1,566,080</u>	<u>(619,812)</u>
Total investment gain (loss)	<u>\$ 1,876,732</u>	<u>\$ (226,945)</u>

Expenses relating to investment revenues, including management fees amounted to \$88,028 and \$100,173 for the years ended December 31, 2012 and 2011, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2012 was 6% of the average fair market value of all investments over the previous twelve quarters. The income recognized during the years ended December 31, 2012 and 2011 was \$856,719 and 663,354, respectively. The cash transferred to operations from investments during the years ended December 31, 2012 and 2011 was \$1,125,000 and \$680,000, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2012. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (concluded)

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
December 31, 2012				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>
December 31, 2011				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 5,864,679	\$ 5,864,679	\$ -	\$ -
International equities	3,278,319	3,278,319	-	-
Fixed income securities	2,632,737	-	2,632,737	-
Inflation hedging	<u>2,038,106</u>	<u>1,806,025</u>	<u>-</u>	<u>232,081</u>
Total marketable securities	<u>\$ 13,813,841</u>	<u>\$ 10,949,023</u>	<u>\$ 2,632,737</u>	<u>\$ 232,081</u>

Note 8. LINE OF CREDIT

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2013, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2012), adjusted at each change in the index. At December 31, 2012, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2012</u>	<u>2011</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 11.	\$ 5,075,000	\$ 5,185,000
Capital lease payable in monthly installments of \$4,036 including interest at 7.35%, through January 2012. The lease was for a phone system.	-	2,993
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	32,169	49,828
Capital lease payable in monthly installments of \$777 through October 2012. The lease is for equipment.	-	7,771
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	152,628	143,988

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.

	<u>172,885</u>	<u>163,099</u>
Total	5,432,682	5,552,679
Less current maturities	<u>(133,093)</u>	<u>(138,336)</u>
Long-term debt	<u>\$ 5,299,589</u>	<u>\$ 5,414,343</u>

Future maturities of long-term debt are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2013	\$ 133,093
2014	129,162
2015	120,000
2016	130,000
2017	135,000
Thereafter	<u>4,785,427</u>
Total	<u>\$ 5,432,682</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS

During 2007, the New Hampshire Health and Education Facilities Authorities (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty, a fixed rate of 3.915%, in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2012 and 2011 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. The Organization recorded the swap liability position of approximately \$1,558,953 and \$1,660,401 at December 31, 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2012, the Organization was in compliance with these covenants.

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services:

	<u>2012</u>	<u>2011</u>
Deferred loan interest	\$ 924,488	\$ 942,912
Camp Spaulding	498,104	547,880
Camp Pavillion	298,676	306,925
Union Street	238,219	245,025
Teen and youth	114,939	226,649
Teen center	101,673	111,507
Child abuse prevention	96,432	106,979
Camp	52,483	42,353
Family counseling	29,455	8,620
Child abuse treatment	6,242	50,000
Homecare	<u>6,140</u>	<u>30,289</u>
Total	<u>\$ 2,366,851</u>	<u>\$ 2,619,139</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At December 31, 2012 and 2011, permanently restricted net assets of \$2,913,323 and \$2,687,718, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2012 and 2011, permanently restricted net assets include \$985,332 and \$939,809, respectively, in investments held in perpetual trusts.

Note 13. LEASES

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year</u> <u>Ending</u>	<u>Amount</u>
2013	\$ 96,378
2014	63,383
2015	63,383
2016	63,383
2017	14,383
Thereafter	<u>3,437</u>
Total	<u>\$ 304,347</u>

For the years ended December 31, 2012 and 2011, rent expense in connection with these leases was \$123,117 and \$100,461, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS

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

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

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

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

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	310,652	-	-	310,652
Realized gain	102,398	-	-	102,398
Unrealized gain	<u>1,463,682</u>	<u>-</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,876,732	-	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(856,719)	-	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,151,675)</u>	<u>-</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>-</u>	<u>(24,400)</u>	<u>(24,400)</u>
Investments, end of year	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,594,565	\$ -	\$ -	\$ 1,663,784
Board designated	12,114,920	-	-	12,114,920
Donor designated	<u>-</u>	<u>-</u>	<u>1,245,686</u>	<u>1,176,467</u>
Total	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

December 31, 2011	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,965,237	\$ -	\$ 895,665	\$ 14,860,902
Investment return				
Investment income	392,867	-	-	392,867
Realized gain	356,631	-	-	356,631
Unrealized gain	<u>(976,443)</u>	<u>-</u>	<u>-</u>	<u>(976,443)</u>
Total investment return	(226,945)	-	-	(226,945)
Contribution	-	-	211,401	211,401
Appropriation of endowment assets:				
Spending rate	(663,354)	-	-	(663,354)
Additional from Board designated funds	<u>(86,765)</u>	<u>-</u>	<u>-</u>	<u>(86,765)</u>
	<u>(750,119)</u>	<u>-</u>	<u>-</u>	<u>(750,119)</u>
Transfer of funds	<u>(3,745)</u>	<u>-</u>	<u>3,745</u>	<u>-</u>
Investments, end of year	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,592,994	\$ -	\$ -	\$ 1,662,213
Board designated	11,391,434	-	-	11,391,434
Donor designated	<u>-</u>	<u>-</u>	<u>1,110,811</u>	<u>1,041,592</u>
Total	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 15. PENSION PLAN

The Organization sponsored a defined contribution plan that covered all employees at day of hire and was at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2012 and 2011.

Note 16. RECLASSIFICATION

Certain 2011 amounts have been reclassified to conform to 2012 classification. These reclassifications had no effect on the increase in net assets for 2011.

Note 17. RISKS AND UNCERTAINTIES

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation insures the balances up to \$250,000 at each bank. As of December 31, 2012, the Organization's accounts exceeded federally insured limits by \$72,636.

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

Note 18. SUBSEQUENT EVENTS

Child and Family Services of New Hampshire has evaluated subsequent events through March 20, 2013, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2012.



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

BOARD POSITION	FNAME	LNAME	Length of Service	Term Ending Date	Regional Board Position
Board Asst. Secretary, CEO	Borja	Alvarez de Toledo			President/CEO
Board Governance Committee	Suzanne	Boulter	1.5 Yrs	2018	
Board Governance Committee	Elaine	Brody	23 Yrs	2014	
Chair, Finance Committee, Treasurer	William	Conrad	15 yrs	2016	
Chair, Board Governance Committee, Executive Committee	Gail	Garceau	8 Yrs	2017	Chair, Governance Committee
Chair, Board Development Committee	Lou	Kaucic	2 Yrs	2018	
Board Secretary, Chair, Advocacy Committee	Bradford	Kuster	18 Yrs	2019	
Board Development Committee	Peggy	Lambert	8 Yrs	2017	
Board Finance Committee	Kirk	Leoni	1 Yr	2018	
Board Chair, Executive Committee	Marilyn	Mahoney	11 Yrs	2014	
Advocacy Committee	Willard "Bud"	Martin	3 Yrs	2016	
Board Governance Committee	Samantha	Pause	2 Yrs	2018	
Board Finance Committee	Kenneth	Sheldon	1 Yr	2018	
Board 2nd Vice Chair, Executive Committee	Lynne	Stahler	16 Yrs	2015	
Board 1st Vice Chair, Executive Committee	Kerry	Uhler	14 Yrs	2017	

CHERYL (CHERIE) A. Bammarito
464 Chestnut St
Manchester NH 03105

EDUCATION

Notre Dame College, M.Ed., School Counseling, 1992

Plymouth State College, MBA, Marketing Concentration, 1989

Saint Anselm College, BA, Psychology, French Minor, 1983

EMPLOYMENT HISTORY

July 2008 – Present	Program Manager Healthy Families Program Parenting Plus Program Fetal Alcohol Spectrum Disorder Prevention Program	Child and Family Services Manchester, NH
July 2006 – July 2008	Program Supervisor Healthy Families Program	Child and Family Services Manchester, NH
July 2004 – July 2006	Home Visitor Healthy Families Program	Child and Family Services Manchester, NH
Feb. 2003 – July 2004	Single Family Specialist Home of Your Own Program	The Loan Fund Concord, NH
Feb. 1994 – Feb. 2003	Social Worker The OUR PLACE Program	NH Catholic Charities Manchester, NH
Aug. 1987 – Feb. 1994	Assistant Director Admissions Office	Notre Dame College Manchester, NH
Sept. 1992 – Feb. 1994	Part Time Adjunct Faculty Psychology and Business Departments	Notre Dame College Manchester, NH
Aug. 1983 – Aug. 1987	Coordinator of Support Services Admissions Office	Saint Anselm College Manchester, NH

REFERENCES AVAILABLE UPON REQUEST

*JoAnn L. Cobb
Child and Family Services
464 Chestnut St
Manchester NH 03105*

EDUCATION AND LICENSURE

LICSW, NH. License #631

MSSW, August 1992: Springfield College, School of Human Services, Springfield MA.

BA, Psychology, 1987: University of Lowell, Lowell MA.

EMPLOYMENT HISTORY

Feb. 2002- Present:	Program Director Healthy Families Program, Early Supports & Services Program Parenting Plus Program Parent Aide Program Partners In Health Program Fetal Alcohol Spectrum Disorder Prevention Program Continue to provide clinical services in Family Counseling Program	Child and Family Services Manchester, NH
June 2001-Feb. 2002:	Program Coordinator Healthy Families Program	Child and Family Services Manchester, NH
Jan. 1997 to June 2001:	Clinical Social Worker Family Counseling Program	Child and Family Services Manchester, NH
Jan. 1995 to Jan. 1997:	Clinical Social Worker Infant/Toddler Program	Child and Family Services Exeter, NH
April 1992 to Jan. 1995:	Social Worker Crisis Care Program	Child and Family Services Manchester, NH
Feb. 1990 to March 1992:	Teen Counselor Pregnant/Parenting Program	Healthworks Haverhill, MA

MEMBERSHIP

**NH Association for Infant Mental Health
Spark NH board member (Early Childhood Council)
Collaborative Law Alliance of NH**

Borja Alvarez de Toledo, M.Ed.

Child and Family Services
alvarezdetoledob@cfsnh.org
518-4000

Professional Profile

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

Professional Experience

Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

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

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

464 Chestnut St, Manchester NH 03105, gagnonm@cfsnh.org

PROFILE

Motivated, confident professional with 15 years of NH non-profit experience. Demonstrated success in non-profit agency operations, staff supervision, strategic planning, fundraising and board development. Success working collaboratively across disciplines and within communities to reach mutual goals. Strategic thinker who uses data to drive work. Collaborative, democratic management style. Relationships with local and national funders including the New Hampshire Charitable Foundation, Endowment for Health, United Way, Open Society Institute and the Robert Wood Johnson Foundation. Relationships with Fortune 500 and other donor companies.

SKILLS SUMMARY

~Project Management	~Non-Profit Operations	~Strategic Planning
~Project Evaluation	~Budget Development	~Staff Recruitment
~Data to Manage	~Local/Federal Grant Writing	~Staff supervision

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)
Senior Vice President, Chief Operating Officer

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

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

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

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

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

ADDITIONAL PROFESSIONAL EXPERIENCE

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

Director of Operations and Program Development/Clinical Social Worker

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

Adjunct Faculty, Communications Department Grant Writing Skills

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

EDUCATION

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

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

ANTHONY F. CHEEK, JR.

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

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

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

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

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

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

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

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

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

communication and optimize operations.

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

Assistant Controller (2/96-3/98)

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

11/87 - 2/96

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

Controller/General Manager

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

EDUCATION:

1986

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

COMPUTER SKILLS:

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

Child and Family Services of New Hampshire

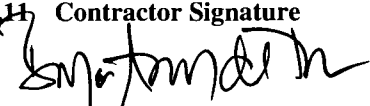
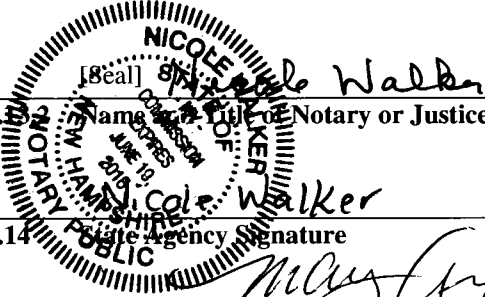
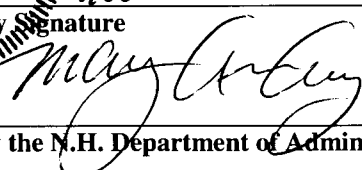
Key Personnel

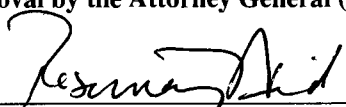
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryl Bammarito	Program Manager	\$43,950	17.5%	\$7,691
JoAnn Cobb	Program Director	\$62,899	17.5%	\$11,007
Borja Alvarez de Toledo	CEO	\$150,010	0	0
Maria Gagnon	COO	\$94,994	0	0
Anthony Cheek	CFO	\$92,914	0	0

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester NH 03105	
1.5 Contractor Phone Number (603) 518-4000	1.6 Account Number 05-95-42-421010-29680000- 102-500734-40130215 05-95-42-421010-29730000- 102-500734-40130007 05-95-42-421010-29660000- 102-500734-40130302 05-095-045-614600000-502- 500891-45030206 05-095-090-902010- 51900000-102-500731- 90004009 05-095-090-902010- 51900000-102-500731- 90004105	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Borja Awaner de Toledo PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 12th 2014</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 			
1.14 Name and Title of Notary or Justice of the Peace Nicole Walker			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			

1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: 	On: 6-3-14
1.18 Approval by the Governor and Executive Council	
By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services for the Division for Children, Youth and Families' Manchester District Office Catchment Area, at minimum, during the business hours of 8:00 a.m.-7:00 p.m.(Monday – Thursday) and 8:a.m. – 5:00 p.m. (Fridays):
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition; the Contractor will:
 - 1.1.1.1 Use "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents" for health education, safety and injury prevention priorities;
 - 1.1.1.2 Use Healthy Homes "One Touch" environmental health assessment tool to access the living environment of each client;
 - 1.1.1.3 Use Personal Responsibility Education Program to educate teens and young adults with a goal of reducing teenage pregnancies and sexually transmitted infections using the evidence-based FOCUS curriculum.
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Help clients apply for Medicaid online through NH Easy;
 - 1.1.2.2 Help clients complete application forms during home visits;
 - 1.1.2.3 Help clients navigate through affordable care act health insurance "marketplace" and through the application process.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Help families identify and access quality preventive child care;
 - 1.1.3.2 Work with families to arrange quality child care or improve their child care situation;
 - 1.1.3.3 Remain a member of Family Education Collaborative family resource center;
 - 1.1.3.4 Maximize the ability to find appropriate child care placement with little notice by maintaining direct relationships with the following:
 - 1.1.3.4.1 Easter Seals CCRR and their Child Development and Family Resource Center;
 - 1.1.3.4.2 Girls Inc.;
 - 1.1.3.4.3 The Boys and Girls Club; and
 - 1.1.3.4.4 Southern NH Services Head Start and Early Head Start.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:

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- 1.1.4.1 Provide developmental screenings as prescribed by the Watch Me Grow from 2 months of age through 60 months using ASQ during home visits;
 - 1.1.4.2 Provide ASQ-SE for children that need to be more closely evaluation in the social and emotional areas. This may include children:
 - 1.1.4.2.1 Who have experienced trauma; or
 - 1.1.4.2.2 Who routinely observe their parents fighting.
 - 1.1.4.3 Link families with the Moore Center, Manchester's Area Agency and one of two Early Supports and Services providers when the screening reveals a significant deficiency or a probable developmental delay;
 - 1.1.4.4 Refer children and their families to Child Find within the school system.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Use the Relationship Assessment Tool with clients in relationships to assess the health of the relationship and identify concerns;
 - 1.1.5.2 Provide educational supports that are aimed to prevent domestic violence;
 - 1.1.5.3 Provide intervention and crisis services in partnership with the "YWCA" when a violence situation is revealed;
 - 1.1.5.4 Participate in the Domestic Violence Council.
 - 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Work in partnership with the Family Education Collaborative family resource center which continually assess community needs and develops an array of local, family-centered and culturally diverse services/activities at several locations within the partnership. These services/activities include:
 - 1.1.6.1.1 Playgroup For You and Baby;
 - 1.1.6.1.2 Circle of Parent Support Group;
 - 1.1.6.1.3 Latina Domestic Violence Support Group;
 - 1.1.6.1.4 Domestic Violence Support Group;
 - 1.1.6.1.5 Sexual Assault Support Group;
 - 1.1.6.1.6 Incredible Years;
 - 1.1.6.1.7 Parenting Under Difficult Circumstances.
 - 1.1.6.2 Run parenting classes through the Family Education Collaborative.
 - 1.1.6.3 Increase early childhood education and support opportunities provided through Easter Seals Child Development & Resource Center.
 - 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Provide "Period of PURPLE Crying" education, inform parents of the dangers of shaking infants and discuss ways to sooth a baby on the first home visit after the birth of a baby;
 - 1.1.7.2 During home visits, address parent's concerns, maintain a development history, make informed observations of the child, identify the presence of risk and protective factors, periodically use screening tests, and document findings.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
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- 1.1.7.3 Educate parents about motor, cognitive and social-emotional skills and discuss common milestones using Parents at Teachers;
 - 1.1.7.4 Provide families child development education and support groups through the Family Education Collaborative and Easter Seals;
 - 1.1.7.5 Use Bright Futures Guidelines and ASQ&ASQ-SE screenings;
 - 1.1.7.6 Refer to Early Supports and Services when appropriate.
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Link families with Family Centered Early Support Services Provider, The Moore Center, and other resources as needed.
 - 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Promote and Encourage good health for all family members;
 - 1.1.9.2 Work with clients to obtain appropriate releases to enhance care coordination;
 - 1.1.9.3 Help clients establish a Medical Home
 - 1.1.9.4 During home visits, the Contractor will:
 - 1.1.9.4.1 Discuss the appropriate use of the physician's office and the emergency room, stressing that the emergency room is not the place to address routine medical concerns and discomfort;
 - 1.1.9.4.2 Encourage and role model the importance of regular communication between the home and medical community;
 - 1.1.9.4.3 Provide education regarding child development and safety, health and wellness issues and help clients understand information they are receiving from medical providers;
 - 1.1.9.4.4 Provide teaching and information around pertinent health concerns such as head lice, beg bugs and immunizations;
 - 1.1.9.4.5 Encourage and assist with the collection of medical documents and reports;
 - 1.1.9.4.6 Use the Bright Futures Guidelines to inform home visits and support healthy child development
 - 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Offer Role modeling and Mentoring around parenting techniques;
 - 1.1.10.2 Refer clients to participate in the Circle of Parents support group;
 - 1.1.10.3 Involve families in leadership roles whenever possible;
 - 1.1.10.4 Work closely with NH Children's Trust to promote and link client with advocacy projects.
 - 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
 - 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Maintain cooperative relationships with NH Employment Program staff in order to facilitate employment related supports and services;
 - 1.1.12.2 Refer teen and young adult parents to the CFS Transitional Living Program;

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- 1.1.12.3 Help families enhance their Family Service (goal) Plans which may include life skills, independent living skills and life planning goal and objectives.
- 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Provide supports that reduce risks and increase protective factors that can change the health trajectory of the adults and children served.
- 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Work with parents to discuss their educational and work history and career path.
- 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Recommend that parents start reading to the fetus in utero;
 - 1.1.15.2 Help parents understand the importance of reading to their children;
 - 1.1.15.3 Use the "Born to Learn" curriculum from Parents As Teachers curriculum;
 - 1.1.15.4 Work with parents to address their educational goals which could include:
 - 1.1.15.4.1 Looking at picture books together;
 - 1.1.15.4.2 Using audio-books to guide parent and child through a book;
 - 1.1.15.4.3 Participating in parent groups and story time opportunities to listen to others;
- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule; the Contractor will:
 - 1.1.16.1 Use Bright Futures Guidelines to provide medical and health educations;
 - 1.1.16.2 Follow Bright futures and the APA medical and health education preventive care visit schedule.
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Ensure that all pregnant women enrolled in the program:
 - 1.1.17.1.1 have a Prime MD depression screening during pregnancy as a baseline;
 - 1.1.17.1.2 Receive the Edinburg Postnatal Screen at two (2) weeks post-partum and again six (6) to eight (8) weeks post-partum.
 - 1.1.17.2 Families enrolled in the program are given a short depression screen called the Patient Health Questionnaire-9 (PHQ-9).
 - 1.1.17.3 Link clients/families to appropriate services including:
 - 1.1.17.3.1 Family Counseling program for office-based therapy;
 - 1.1.17.3.2 Center for Expressive Arts Therapy and Education for office-based therapy;
 - 1.1.17.3.3 Greater Manchester Mental Health Center if medication and home-based therapy are needed;
 - 1.1.17.3.4 The Elliot Hospital Postpartum Emotional Support Program and Support Group.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Discuss the importance of oral health with clients during pregnancy;
 - 1.1.18.2 Provide dental education; such as:

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- 1.1.18.2.1 Proper cleaning of gums and mouths of babies (do's and don'ts);
- 1.1.18.2.2 Bottle rot and other hazards.
- 1.1.18.3 Refer client to Small Smiles in Manchester;
- 1.1.18.4 Use the Oral Health Risk Assessment tool in order to follow the Bright Future guidelines on oral health risk assessment being performed for children 6 and 9 months of age until a dental home is established.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Help clients access a plethora of services to address their needs such as:
 - 1.1.19.1.1 Family Planning;
 - 1.1.19.1.2 Basic needs through City Welfare and Southern NH Services for energy programs, fuel assistance, nutrition, and utility assistance;
 - 1.1.19.1.3 Financial needs through debt management services and foreclosure counseling;
 - 1.1.19.1.4 Transportation needs through Manchester Transit Green Dash, Medicaid providers and free bus passes;
 - 1.1.19.1.5 NH Housing needs through Section 8 and subsidized housing.
- 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Provide significant education and support to parent through Parents As Teachers and the home visiting aspect of the program;
 - 1.1.20.2 Link parents with the programming of the Family Education Collaborative;
 - 1.1.20.3 Offer parenting education and support to female inmates at the Goffstown Prison for Women and at the Shea Farm half-way house in partnership with the NH Department of Corrections;
 - 1.1.20.4 Link parents with other providers, such as hospital or health center groups.
- 1.1.21 Parents As Teachers home visiting curriculum;
- 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Work with clients regarding the hazards of smoking and secondhand smoke as part of their health assessment and education:
 - 1.1.22.2 Work to motivate smokers to quit, when ready to quit;
 - 1.1.22.2.1 Refer smokers to QuitWorks-NH.
- 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Use TWEAK screening for all pregnant women;
 - 1.1.23.2 Conduct brief interventions for those who test positive;
 - 1.1.23.3 Refer clients that need further assessment/intervention to:
 - 1.1.23.3.1 Families in Transition;
 - 1.1.23.3.2 The Farnum Center;
 - 1.1.23.3.3 Child and Family Service Adolescent Substance Abuse Treatment (only for clients through age 24.)
- 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Ensure staff members are trained in trauma informed care;
 - 1.1.24.2 Use the trauma-informed approach for the entirety of care;

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- 1.1.24.3 Refer client who are in need of therapeutic service to Child and Family Services Family Counseling program for office-based treatment.
 - 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Encourage pregnant women to apply prenatally;
 - 1.1.25.2 Take clients to WIC appointments when necessary.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Actively outreach with partner agencies through relationships and participation in collaborative efforts;
 - 1.2.2 Distribute collateral materials including CFSS and agency brochures, CFS "All in the Family" newsletters, and Family Education Collaborative flyers;
 - 1.2.3 Include parenting and family resource center information on the CFS website (www.cfsnh.org) under "Parent Education";
 - 1.2.4 Provide information sessions and presentations with community agencies and their representatives; and
 - 1.2.5 Use media coverage.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Offer home visits at all times of the morning, afternoon and evening;
 - 1.3.2 Offer weekend appointment when a family is unable to meet during the week;
 - 1.3.3 Increase efforts for father involvement;
 - 1.3.4 Encourage clients to involve family member and caregivers in home visiting assessments even if they do not live with the client.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Actively participate in community-based meetings;
 - 1.4.2 Collaborate through phone calls and meetings to coordinate services;
 - 1.4.3 Communicate with health care and other providers with appropriate client releases for sharing of nurse and medical notes,
 - 1.4.4 Actively engage in partnerships, which include:
 - 1.4.4.1 Maintaining relationships with child care providers and resource and referral organizations;
 - 1.4.4.2 Maintain MOU and collaborative discussions and client-specific coordination with the Moore Center regarding early supports and services;
 - 1.4.4.3 Participate in Project LAUNCH partnership with Manchester Community Health Center, Child Health Services, Southern NH Services, Manchester Health Department and Easter Seals and attend Leadership Team meetings;
 - 1.4.4.4 Remain engaged with Manchester Health Department initiatives such as Neighborhood Health Improvement Strategy;

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- 1.4.4.5 Significant relationship with area schools including involvement with the Health Department's community schools;
 - 1.4.4.6 Participate in the Infant Mental Health Regional Team, NH Association for Infant Mental Health for client-specific coordination and to remain informed about emerging issues;
 - 1.4.4.7 Work closely with and provide domestic violence referrals to the YWCA; participate in Domestic Violence Council;
 - 1.4.4.8 Engage in partnership and planning with YWCA, UNH Cooperative Extension and UNH Manchester and Easter Seals Child Development Center;
 - 1.4.4.9 Work with NH Children's Trust around training, technical assistance, and client advocacy and recognition;
 - 1.4.4.10 Engage with the NH Employment Program and staff around client supports and attend wraparound meetings;
 - 1.4.4.11 Link clients with and coordinate services with clients residing at the CFS Transitional Living Program;
 - 1.4.4.12 Keep informed about the health care system, maintain relationships with the medical community, coordinate to establish and maintain medical homes for clients, coordinate with and refer clients to WIC, NH Medicaid, mental health providers, and substance abuse providers;
 - 1.4.4.13 Maintain and expand upon our relationships with and refer clients for basic needs, financial supports, transportation and other supports;
 - 1.4.4.14 Maintain relationships with funders including the NH DHHS, Granite United Way and nonprofit resources including the NH Center for Nonprofits;
 - 1.4.4.15 Participate in the Greater Manchester Association of Service Agencies;
 - 1.4.4.16 Maintain relationships with businesses in the private sector to leverage client support;
 - 1.4.4.17 Work closely with Dr. Trinidad Tellez, Director at Office of Minority Health & Refugee Affairs, New Hampshire Department of Health and Human Services;
 - 1.4.4.18 Partnership with Stewart Properties to provide residential services to Antoinette Hill residents (located on the 3rd Floor of the YWCA building);
 - 1.4.4.19 Remain open to participation in new activities and initiatives focused on improving the wellbeing of children and families and strengthening family life.
- 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:

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- 1.5.1 Help identify charitable resources;
 - 1.5.2 Raise funds through:
 - 1.5.2.1 Private philanthropy;
 - 1.5.2.2 Securing charitable grants from foundation and corporations.
 - 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages:
 - 1.6.1 Prevention: is provided through the Family Education Collaborative and Easter Seals through activities that are directed toward the general public;
 - 1.6.2 Early Intervention: is provided primarily through Family Support Worker through home visiting services and also through community partnerships;
 - 1.6.3 Crisis: is provided to highly vulnerable families who are at imminent risk for having a child placed in out of home care or are at a crisis point that requires immediate attention to provide a safe environment. Services may include:
 - 1.6.3.1 Immediate and/or assisted referrals to medical, behavioral health or other support services such as the YMCA Domestic Violence Center.
 - 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General and ASQ & ASQ-SE for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;

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- 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
 - 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
 - 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
 - 1.9.1 Have the Program Director and staff evaluate the program during monthly team meetings;
 - 1.9.2 Have the Operations Team, QI Committee and Board of Trustees evaluate the program to examine program procedures, outputs, client outcomes and establish annual outcome and output targets;
 - 1.9.3 Survey clients when services end and during two (2) survey months annually.
 - 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,

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- 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
 - 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that are necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other

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- early childhood program setting, some of which must have been in a supervisory capacity.
- 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.
 - 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
 - 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.

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Comprehensive Family Support Services
Exhibit A**



- 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
- 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
- 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
- 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
- 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
- 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
- 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
- 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



for release of information from the clients that is necessary to comply with federal and state laws and regulations.

- 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
- 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
- 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
- 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 2.1.1.8 Year-To-Date unduplicated childcare count;
- 2.1.1.9 Narrative regarding impact of the services provided for families; and
- 2.1.1.10 Community impact of the services provided;
- 2.1.1.11 Family income, composed of earned income and child support receipts;
- 2.1.1.12 Number of families employed or in training;
- 2.1.1.13 Number of families reporting housing destabilization;
- 2.1.1.14 Number of expectant women and children receiving WIC services.
- 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Child and Family Services of New Hampshire—Manchester District Office Service Area

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$71,404. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, by utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

STATE OF NEW HAMPSHIRE
 Department of Health and Human Services
 Division for Children, Youth and Families

Form 2096
 May 2009

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ Full Time (31 or more hrs) ☐ Half Time (16-30 hrs/week) ☐ Part Time (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Email Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with general funds from MOE for Maternal, Infant and Early Childhood Home Visiting Program and funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States,
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

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Exhibit B

-
- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
- 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

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5/12/14

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

Family Services - Manchester

(Name of RFP)

014 - June 30, 2015

Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
93,109.64	\$ -	\$ 93,109.64	\$0.00	\$ -	\$ -	\$93,109.64	\$ -	\$ 93,109.64
16,759.74	\$ -	\$ 16,759.74	\$ -	\$ -	\$ -	\$ 16,759.74	\$ -	\$ 16,759.74
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,000.00	\$ 1,000.00	\$ 3,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,000.00	\$ 500.00	\$ 1,500.00	\$ -	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00
8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
18,366.62	\$ 2,000.00	\$ 20,366.62	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 18,366.62	\$ -	\$ 18,366.62
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,000.00	\$ 500.00	\$ 4,500.00	\$ -	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ 4,000.00
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
-	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
571.00	\$ -	\$ 571.00	\$ -	\$ -	\$ -	\$ 571.00	\$ -	\$ 571.00
1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
785.00	\$ -	\$ 785.00	\$ 785.00	\$ -	\$ 785.00	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
147,092.00	\$ 7,700.00	\$ 154,792.00	\$ 785.00	\$ 7,700.00	\$ 8,485.00	\$ 146,307.00	\$ -	\$ 146,307.00

5.2%

Contractor's Initials CAF

Date 5/12/14

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

J Family Services - Manchester

(Name of RFP)

015 - June 30, 2016

Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
94,016.52	\$ -	\$ 94,016.52	\$0.00	\$ -	\$ -	\$94,016.52	\$ -	\$ 94,016.52
16,922.97	\$ -	\$ 16,922.97	\$ -	\$ -	\$ -	\$ 16,922.97	\$ -	\$ 16,922.97
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,000.00	\$ 1,000.00	\$ 3,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,000.00	\$ 500.00	\$ 1,500.00	\$ -	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00
8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
18,367.51	\$ 2,000.00	\$ 20,367.51	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 18,367.51	\$ -	\$ 18,367.51
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,000.00	\$ 500.00	\$ 4,500.00	\$ -	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ 4,000.00
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
-	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
785.00	\$ -	\$ 785.00	\$ 785.00	\$ -	\$ 785.00	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
147,092.00	\$ 7,700.00	\$ 154,792.00	\$ 785.00	\$ 7,700.00	\$ 8,485.00	\$ 146,307.00	\$ -	\$ 146,307.00

5.2%

Contractor's Initials BAF
Date 5/12/14



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 fundors 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 fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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5/12/14



- 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. **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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

5/12/14
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: Sofia Alvarez de Toledo
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

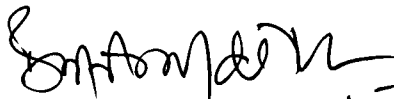
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

Contractor Name: Child and Family Service of NH


Name: Soja Awarde Toledo
Title: President & CEO

5/12/14
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

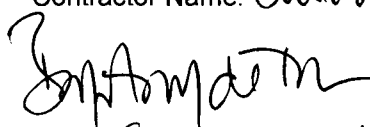
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

5/12/14
Date

Contractor Name: Child and Family Services NH

Name: Sergio Alvarez de Toledo
Title: President & CEO



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

5/12/14
Date

Contractor Name: Child and Family Services NASH

[Signature]

Name: Rogea A. Warrick de Toledo

Title: President & CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

5/12/14
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: Lisa Alvarez de Toledo
Title: President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

(3) 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

Contractor Initials LAS
Date 5/12/14



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

NH DHHS
The State

[Signature]
Signature of Authorized Representative

Mary Ann Conroy
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/27/14
Date

Child and Family Services of NH
Name of the Contractor

[Signature]
Signature of Authorized Representative

RONJA ALVAREZ DE TOLEDO
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

5/27/14
Date



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

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

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

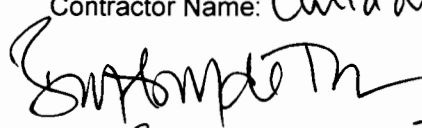
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

5/12/14
Date

Contractor Name: Child and Family Services of NH

Name: Raja Awarade
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 095505905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

/ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

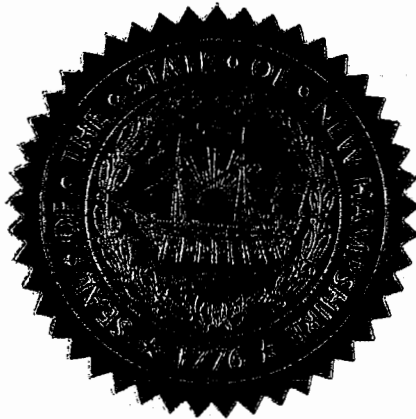
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

12th
the day of May 2014

Marilyn T. Mahoney
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12th day of May, 2014

By Marilyn T. Mahoney
(Name of Elected Officer of the Agency)

Suzanne C. Dorgan
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

SUZANNE C. DORGAN, Notary Public
My Commission Expires December 4, 2018

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2013

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 13-14 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		PHPK879641	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	PHPK879641	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$ 1,000,000
		A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE		PHUB385665	7/1/2013	7/1/2014
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	QWC4001064 (3a.) NH All officers included	4/4/2013	4/4/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000	
C	Fidelity & Forgery		105912196	4/1/2013	4/1/2016	Limit \$200,000	
A	Professional Liability		PHPK879641	7/1/2013	7/1/2014	Aggregate \$2,000,000	

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

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
Office of Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don Lefebvre/JSC

Donald R. Lefebvre

GIVE NOW



Child and Family Services

To report child abuse or neglect,
please click here for information.

GOOD PARENT



Mission

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

Philosophy

...the well-being of future generations and the well-being of their communities depends on the quality of care we provide each child today.

...children need strong families and caring communities to attain their full potential.

...setting the highest standards of integrity and professionalism will enable us to provide quality services to children and their families.

Standing

Founded in 1850, Child and Family Services is the oldest children's charitable organization in NH. An independent/private nonprofit, CFS is a founding member of the Child Welfare League of America.

Funding

A nonprofit, non-sectarian organization, Child and Family Services receives funding from individuals, foundations, United Ways, corporate donations, state, federal and community grants, and civic organizations.

Fees

Services are either free, available on a sliding-fee scale or for a basic fee, or covered by insurance. Some programs are limited geographically or by funding specifications. Please refer to each program description for further information.

Statewide Headquarters: 464 Chestnut St., P.O. Box 448, Manchester, NH 03105
Toll Free: 800-640-6486 | Tel: 603-518-4000 | Fax: 603-668-6260 | Email: info@cfsnh.org

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**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2013

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HESSION & PARE, PC

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit.

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

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

The Board of Trustees
Child and Family Services of New Hampshire

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2014, on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

HESSION, PAZZ, P.C.

March 19, 2014

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2013 and 2012

ASSETS		
	<u>2013</u>	<u>2012</u>
Assets		
Cash and cash equivalents	\$ 299,616	\$ 255,465
Cash restricted for payment of long-term debt	30,000	30,000
Accounts receivable, less allowance for doubtful accounts of \$6,805 in 2013 and \$7,505 in 2012	826,082	949,727
Prepaid expenses	171,481	130,667
Deferred expenses	10,175	24,843
Bequest receivable	50,000	50,000
Beneficial interest in funds held by others	1,872,875	1,736,855
Property, plant and equipment, net	7,048,577	7,316,090
Investments	<u>16,978,687</u>	<u>14,955,171</u>
Total assets	<u>\$ 27,287,493</u>	<u>\$ 25,448,818</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 206,247	\$ 130,627
Accrued vacation	271,820	260,070
Accrued wages and related expenses	351,068	309,579
Annuities payable	362	1,487
Mark to market interest rate swap liability	937,081	1,558,953
Long-term debt	<u>5,319,031</u>	<u>5,432,682</u>
Total liabilities	<u>7,085,609</u>	<u>7,693,398</u>
Net assets		
Unrestricted	(73,905)	255,496
Designated by Board	14,210,820	11,983,121
Temporarily restricted	2,943,580	2,771,474
Permanently restricted	<u>3,121,389</u>	<u>2,745,329</u>
Total net assets	<u>20,201,884</u>	<u>17,755,420</u>
Total liabilities and net assets	<u>\$ 27,287,493</u>	<u>\$ 25,448,818</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,394,288	\$ -	\$ -	\$ 8,394,288
Contributions	265,340	-	240,040	505,380
Foundations and trusts	712,659	-	-	712,659
United Way	273,560	-	-	273,560
Special events (net of direct costs of \$98,956)	299,357	-	-	299,357
Net assets released from restriction for operating activities	72,301	(72,301)	-	-
Total public support	<u>10,017,505</u>	<u>(72,301)</u>	<u>240,040</u>	<u>10,185,244</u>
Revenue				
Program service fees	1,862,787	-	-	1,862,787
Endowment transfer to support operations	694,226	-	-	694,226
In-kind donations	120,954	-	-	120,954
Rents	2,985	-	-	2,985
Income from HEFA trust	6,514	-	-	6,514
Total other revenue	<u>2,687,466</u>	<u>-</u>	<u>-</u>	<u>2,687,466</u>
Total public support and revenue	<u>12,704,971</u>	<u>(72,301)</u>	<u>240,040</u>	<u>12,872,710</u>
Expenses				
Program services				
Family counseling	911,726	-	-	911,726
Teen and youth	1,716,126	-	-	1,716,126
Child abuse treatment and family strengthening	3,652,550	-	-	3,652,550
Child abuse prevention	2,004,988	-	-	2,004,988
Early intervention	408,720	-	-	408,720
Homecare	1,952,380	-	-	1,952,380
Residential services	578,849	-	-	578,849
Adoptions and pregnancy counseling	133,858	-	-	133,858
Child advocacy	108,281	-	-	108,281
Summer camp	280,018	-	-	280,018
Total program services	<u>11,747,496</u>	<u>-</u>	<u>-</u>	<u>11,747,496</u>
Supporting services				
Public relations and financial development	453,384	-	-	453,384
Management and general	834,321	-	-	834,321
Total supporting services	<u>1,287,705</u>	<u>-</u>	<u>-</u>	<u>1,287,705</u>
Total expenses	<u>13,035,201</u>	<u>-</u>	<u>-</u>	<u>13,035,201</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(330,230)</u>	<u>(72,301)</u>	<u>240,040</u>	<u>(162,491)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ (330,230)	\$ (72,301)	\$ 240,040	\$ (162,491)
Non-operating gains and losses				
Investment gain (net of fees) reduced by the portion of cumulative net appreciation designated for current operations	1,606,655	244,407	-	1,851,062
Unrealized gain on mark to market interest rate swap	621,873	-	-	621,873
Change in beneficial interest in funds held by others	-	-	136,020	136,020
Increase in net assets	1,898,298	172,106	376,060	2,446,464
Net assets, beginning of year	12,238,617	2,771,474	2,745,329	17,755,420
Net assets, end of year	<u>\$ 14,136,915</u>	<u>\$ 2,943,580</u>	<u>\$ 3,121,389</u>	<u>\$ 20,201,884</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets change in restrictions	281,064	(350,282)	69,218	-
Total public support	<u>9,891,060</u>	<u>(350,282)</u>	<u>228,493</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,742,531</u>	<u>(350,282)</u>	<u>228,493</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment and family strengthening	1,984,898	-	-	1,984,898
Child abuse prevention	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>35,060</u>	<u>(350,282)</u>	<u>228,493</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ 35,060	\$ (350,282)	\$ 228,493	\$ (86,729)
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	809,399	158,899	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	945,907	(191,383)	319,223	1,073,747
Net assets, beginning of year, as originally stated	11,374,816	2,619,139	2,687,718	16,681,673
Reclassification to comply with UPMIFA (Note 18)	(82,106)	343,718	(261,612)	-
Net assets, beginning of year as restated	11,292,710	2,962,857	2,426,106	16,681,673
Net assets, end of year	<u>\$ 12,238,617</u>	<u>\$ 2,771,474</u>	<u>\$ 2,745,329</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 2,446,464	\$ 1,073,747
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	362,791	369,616
Realized (gain) on sale of investments	(435,757)	(102,398)
Unrealized (gain) on investments	(1,770,261)	(1,463,682)
Unrealized (gain) on mark to market interest rate swap	(621,872)	(101,448)
Amortization of NHHFA notes payable	19,530	18,426
(Increase) in restricted cash	-	(5,000)
Decrease in accounts receivable	123,645	31,147
(Increase) in prepaid expenses	(40,814)	(68,441)
Decrease in deferred expenses	14,668	17,529
(Increase) in bequest receivable	-	(50,000)
(Increase) in beneficial interests in trusts	(136,020)	(90,729)
Increase in accounts payable	75,620	21,035
Increase (decrease) in accrued vacation and expenses	53,240	43,537
Net cash provided by (used in) operating activities	<u>91,234</u>	<u>(306,661)</u>
Cash flows used in investing activities		
Contribution restricted to endowment	(240,040)	(159,275)
Reinvested income	(396,458)	(310,652)
Proceeds from appropriation of endowment	819,000	1,151,675
Proceeds from release of restricted endowment	-	24,400
Cash paid for land, buildings and equipment	<u>(95,279)</u>	<u>(83,477)</u>
Net cash provided by investing activities	87,223	622,671
Cash flows from financing activities		
Cash advance on line of credit	5,348,845	5,674,677
Cash (payment) on line of credit	(5,348,845)	(5,799,212)
Cash payments on long-term debt	(133,181)	(138,423)
Cash paid on annuity	<u>(1,125)</u>	<u>(1,125)</u>
Net cash (used in) financing activities	<u>(134,306)</u>	<u>(264,083)</u>
Increase in cash and cash equivalents	44,151	51,927
Cash and cash equivalents, beginning of year	<u>255,465</u>	<u>203,538</u>
Cash and cash equivalents, end of year	<u>\$ 299,616</u>	<u>\$ 255,465</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 319,434</u>	<u>\$ 332,900</u>
Amortization of 2007 NHHFA note payable	<u>\$ 10,373</u>	<u>\$ 9,786</u>
Amortization of 2005 NHHFA note payable	<u>\$ 9,157</u>	<u>\$ 8,640</u>
See notes to financial statements.		

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2013

	Family Counseling	Teen and Youth	Child Abuse Treatment and Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Public Relations and Financial Development	Management and General	Total
Salaries	\$ 525,824	\$ 880,092	\$ 1,968,360	\$ 1,078,120	\$ 232,297	\$ 1,403,372	\$ 333,640	\$ 75,403	\$ 76,934	\$ 92,872	\$ 230,481	\$ 557,151	\$ 7,454,546
Employee benefits	72,334	129,319	252,237	132,292	39,776	76,044	55,127	13,216	6,589	10,429	30,150	94,349	911,862
Payroll related costs	55,849	96,379	208,029	126,828	23,359	157,958	39,696	6,883	6,461	10,960	19,121	51,604	803,127
Assistance to individuals	29,947	180,505	294,768	79,876	315	10,494	29,606	4,866	-	50,331	93,137	-	773,845
Travel and transportation	13,763	61,450	379,407	88,099	19,774	60,826	13,996	2,938	365	4,175	2,401	1,210	648,404
Professional fees	91,664	44,849	32,638	180,052	41,936	33,190	18,932	9,407	579	16,606	7,615	28,552	506,020
Occupancy	32,432	72,533	138,525	68,176	10,610	39,025	20,474	3,358	2,737	50,404	9,773	5,589	453,636
Interest	26,719	48,021	108,889	59,276	12,154	59,802	16,366	3,853	3,282	8,191	-	698	347,251
Communications	12,722	36,945	63,202	29,042	6,244	17,454	6,683	4,848	2,100	4,401	12,963	1,609	198,213
Rental and equipment maintenance	7,683	17,832	10,840	19,025	2,285	2,716	3,901	2,120	1,087	3,354	-	34,747	105,590
Supplies	2,819	21,179	13,711	21,118	1,605	10,614	7,064	550	440	9,941	2,183	4,577	95,801
Insurance	3,928	11,346	21,303	12,271	2,629	8,108	4,489	754	570	666	1,794	5,628	73,486
Printing and publications	1,339	2,029	6,046	3,051	1,074	6,368	249	897	961	5,331	35,955	5,557	68,857
Miscellaneous	1,810	6,083	7,673	17,962	924	10,168	2,213	(345)	177	1,117	3,009	1,922	52,713
Conferences and meetings	4,399	5,665	4,761	5,747	1,271	524	1,656	582	918	2,148	2,655	9,872	40,198
Membership dues	840	1,459	1,980	4,371	487	907	555	80	1,601	179	1,420	4,028	17,907
Total expenses before depreciation and in-kind donations	884,072	1,615,686	3,512,369	1,925,306	396,740	1,897,570	554,647	129,410	104,801	271,105	452,657	807,093	12,551,456
Depreciation	27,654	51,685	102,612	58,812	11,980	54,810	21,650	4,448	3,480	7,964	-	17,696	362,791
In-kind donations	-	48,755	37,569	20,870	-	-	2,552	-	-	949	727	9,532	120,954
Total functional expenses	\$ 911,726	\$ 1,716,126	\$ 3,652,550	\$ 2,004,988	\$ 408,720	\$ 1,952,380	\$ 578,849	\$ 133,858	\$ 108,281	\$ 280,018	\$ 453,384	\$ 834,321	\$ 13,035,201

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment and Family Strengthening	Child Abuse Prevention	Early Intervention	Homework	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Public Relations and Management Financial Development	General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,688	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – include the following:

Undesignated – Net assets include revenue and expenses associated with the principal operating mission of the Organization.

Board Designated – Net assets include the fair value of unrestricted investments that the Board of Trustees has set aside and elected to use towards future operations.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. Permanently restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Principles of consolidation

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

Use of estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenue and expenses. Actual results could differ from those estimates.

Income taxes

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2013 and 2012. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2010 are no longer subject to examination by federal and state taxing authorities.

Cash and cash equivalents

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Cash restricted for payment of long-term debt

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2013 and 2012, the balance of this escrow fund was \$30,000.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Bond refinance costs

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

Accounts receivable and revenue

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for doubtful accounts

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2013 and 2012, accounts receivable are presented net of an allowance for doubtful accounts of \$6,805 and \$7,505, respectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost, or in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

Investments

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

Annuities

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

Contributions and grants

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated materials and services

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to the Organization's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses

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

Reclassification

Certain 2012 amounts have been reclassified to conform to 2013 classification. These reclassifications had no effect on the increase in net assets for 2012.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	<u>2013</u>	<u>2012</u>
Grants receivable	\$ 639,140	\$ 697,348
Fees for services	<u>193,747</u>	<u>259,884</u>
	832,887	957,232
Less allowance for uncollectible accounts	<u>(6,805)</u>	<u>(7,505)</u>
Total	<u>\$ 826,082</u>	<u>\$ 949,727</u>

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors. The Organization has received distributions from the funds over the last two years. Excess earnings, if any, are reinvested.

At December 31, 2013 and 2012, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$823,141 and \$751,523, respectively. The Organization received \$28,983 and \$30,214 from the funds in 2013 and 2012, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2013</u>	<u>2012</u>
Greenleaf	100%	\$ 412,530	\$ 382,039
Spaulding	100%	358,793	329,237
Cogswell	50%	<u>278,411</u>	<u>274,056</u>
Total		<u>\$ 1,049,734</u>	<u>\$ 985,332</u>

In 2013 and 2012, income distributed by these trusts was \$39,498 and \$43,342, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2011	\$ 1,646,125
Change in value of beneficial interest	<u>90,730</u>
Balance at December 31, 2012	1,736,855
Change in value of beneficial interest	<u>136,020</u>
Balance at December 31, 2013	<u>\$ 1,872,875</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>2013</u>	<u>2012</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,620,212	8,540,136
Furniture and equipment	1,879,897	1,864,695
Vehicles	128,606	128,606
Leasehold improvements	66,783	66,783
Software	<u>168,608</u>	<u>168,608</u>
	12,009,055	11,913,777
Less accumulated depreciation	<u>(4,960,478)</u>	<u>(4,597,687)</u>
Property, plant and equipment, net	<u>\$ 7,048,577</u>	<u>\$ 7,316,090</u>

Note 7. INVESTMENTS

Investments consist of the following:

	<u>2013</u>		<u>2012</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,645,782	\$ 8,236,680	\$ 5,378,589	\$ 6,563,094
International equities	3,924,889	4,564,826	3,858,629	3,891,869
Fixed income securities	2,035,902	2,082,570	1,988,704	2,207,774
Inflation hedging	1,813,431	1,765,252	1,768,387	1,883,898
Cash and equivalents	<u>329,359</u>	<u>329,359</u>	<u>408,536</u>	<u>408,536</u>
Total	<u>\$ 13,749,363</u>	<u>\$ 16,978,687</u>	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (continued)

Investment return is summarized as follows:

	<u>2013</u>	<u>2012</u>
Interest and dividend income	\$ 396,458	\$ 310,652
Net realized and unrealized gain	<u>2,206,018</u>	<u>1,566,080</u>
Total investment gain	<u>\$ 2,602,476</u>	<u>\$ 1,876,732</u>

For the years ended December 31, 2013 and 2012, expenses relating to investment revenues, including management fees, amounted to \$86,474 and \$88,028, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2013 was 5% of the average fair market value of all investments over the previous twelve quarters. The income recognized was \$694,226 and \$856,719 at December 31, 2013 and 2012, respectively. Additional appropriation of income from Board designated funds were \$58,016 for management fees and \$294,956 for management fees and cash flow needs at December 31, 2013 and 2012, respectively. Appreciation on permanently restricted investments of \$66,758 and \$73,594 was released at December 31, 2013 and 2012, respectively. The total cash transferred to operations from investments during the years ended December 31, 2013 and 2012 was \$819,000 and \$1,176,075, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2013. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (concluded)

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
December 31, 2013				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 8,236,680	\$ 8,236,680	\$ -	\$ -
International equities	4,564,826	4,564,826	-	-
Fixed income securities	2,082,570	-	2,082,570	-
Inflation hedging	<u>1,765,252</u>	<u>1,765,252</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 16,649,328</u>	<u>\$ 14,566,758</u>	<u>\$ 2,082,570</u>	<u>\$ -</u>
December 31, 2012				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>

Note 8. LINE OF CREDIT

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2014, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2013), adjusted at each change in the index. At December 31, 2013, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2013</u>	<u>2012</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 10.	\$ 4,960,000	\$ 5,075,000
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	13,988	32,169
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	161,785	152,628
Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.	<u>183,258</u>	<u>172,885</u>
Total	5,319,031	5,432,682
Less current maturities	<u>(128,988)</u>	<u>(133,093)</u>
Long-term debt	<u>\$ 5,190,043</u>	<u>\$ 5,299,589</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Future maturities of long-term debt are as follows:

<u>Year ending December 31,</u>	<u>Amount</u>
2014	\$ 128,988
2015	120,000
2016	130,000
2017	135,000
2018	140,000
Thereafter	<u>4,665,043</u>
Total	<u>\$ 5,319,031</u>

Note 10. SERIES 2007 REVENUE BONDS

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2013 and 2012 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2013 and 2012, the Organization recorded the swap liability position of approximately \$937,081 and \$1,558,953, respectively.

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2013, the Organization was not in compliance with one of these covenants. The Organization has received a default waiver from the bank for 2013.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services:

	<u>2013</u>	<u>2012</u>
Deferred loan interest	\$ 904,952	\$ 924,488
Cumulative appreciation on permanently restricted net assets	582,272	404,623
Camp Spaulding	448,328	498,104
Camp Pavillion	290,427	298,676
Union Street	231,413	238,219
Child abuse prevention	154,658	96,432
Teen and youth	128,577	114,939
Teen center	91,839	101,673
Camp	49,194	52,483
Family counseling	42,438	29,455
Homecare	19,482	6,140
Child abuse treatment	<u>-</u>	<u>6,242</u>
Total	<u>\$ 2,943,580</u>	<u>\$ 2,771,474</u>

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At December 31, 2013 and 2012, permanently restricted net assets of \$3,121,389 and \$2,745,329, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2013 and 2012, permanently restricted net assets include \$1,872,875 and \$1,736,855, respectively, in investments held in perpetual trusts.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 13. LEASES

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year ending December 31,</u>	<u>Amount</u>
2014	\$ 101,601
2015	82,707
2016	82,707
2017	16,217
2018	<u>3,621</u>
Total	<u>\$ 286,853</u>

For the years ended December 31, 2013 and 2012, rent expense in connection with these leases was \$123,341 and \$123,117, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS

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

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

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

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

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2013	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,542,074	\$ 404,623	\$ 1,008,474	\$ 14,955,171
Investment return				
Investment income	359,232	37,226	-	396,458
Realized gain	394,834	40,923	-	435,757
Unrealized gain	<u>1,604,003</u>	<u>166,258</u>	<u>-</u>	<u>1,770,261</u>
Total investment return	2,358,069	244,407	-	2,602,476
Contribution	-	-	240,040	240,040
Appropriation of endowment assets:				
Spending rate	(694,226)	(66,758)	-	(760,984)
Additional from Board designated for fees	<u>(58,016)</u>	<u>-</u>	<u>-</u>	<u>(58,016)</u>
	<u>(752,242)</u>	<u>(66,758)</u>	<u>-</u>	<u>(819,000)</u>
Investments, end of year	<u>\$ 15,147,901</u>	<u>\$ 582,272</u>	<u>\$ 1,248,514</u>	<u>\$ 16,978,687</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 937,081	\$ -	\$ -	\$ 937,081
Board designated	14,210,820	-	-	14,210,820
Donor designated	<u>-</u>	<u>582,272</u>	<u>1,248,514</u>	<u>1,830,786</u>
Total	<u>\$ 15,147,901</u>	<u>\$ 582,272</u>	<u>\$ 1,248,514</u>	<u>\$ 16,978,687</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	284,371	26,281	-	310,652
Realized gain	93,735	8,663	-	102,398
Unrealized gain	<u>1,339,727</u>	<u>123,955</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,717,833	158,899	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(783,125)	(73,594)	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,078,081)</u>	<u>(73,594)</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>(24,400)</u>	<u>-</u>	<u>(24,400)</u>
Reclassification to comply with UPMIFA	<u>(82,106)</u>	<u>343,718</u>	<u>(261,612)</u>	<u>-</u>
Investments, end of year	<u>\$ 13,542,074</u>	<u>\$ 404,623</u>	<u>\$ 1,008,474</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,558,953	\$ -	\$ -	\$ 1,427,154
Board designated	11,983,121	-	-	12,114,920
Donor designated	<u>-</u>	<u>404,623</u>	<u>1,008,474</u>	<u>1,413,097</u>
Total	<u>\$ 13,542,074</u>	<u>\$ 404,623</u>	<u>\$ 1,008,474</u>	<u>\$ 14,955,171</u>

Note 15. PENSION PLAN

The Organization sponsored a defined contribution plan that covered all employees at day of hire and who were at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2013 and 2012.

Note 16. RISKS AND UNCERTAINTIES

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation (FDIC) insures the balances up to \$250,000 at each bank. At times during the year, funds carried in the Organization's accounts exceed FDIC limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk related to uninsured funds.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 16. RISKS AND UNCERTAINTIES (concluded)

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

Note 17. PRIOR PERIOD ADJUSTMENT

Endowment funds have been reclassified to reflect cumulative appropriations at the Organization's Board approved spending rate. The effect of this reclassification increased temporarily restricted net assets by \$343,718, decreased permanently restricted net assets by \$261,612 and decreased unrestricted net assets by \$82,106.

Note 18. SUBSEQUENT EVENTS

Child and Family Services of New Hampshire have evaluated subsequent events through March 19, 2014, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2013.

**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

INTERNAL CONTROL LETTER

DECEMBER 31, 2013



HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

March 19, 2014

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

In planning and performing our audit of the financial statements of Child and Family Services of New Hampshire (the "Organization") as of and for the year ended December 31, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis.

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

This communication is intended solely for the information and use of management, Board of Trustees, and others within the organization, and is not intended to be and should not be, used by anyone other than these specified parties.

HESSION & PARE, P.C.

**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2012

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HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

The Board of Trustees
Child and Family Services of New Hampshire

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2013, on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

March 20, 2013

Hession, Park, P.C.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2012 and 2011

ASSETS		
	<u>2012</u>	<u>2011</u>
Assets		
Cash and cash equivalents	\$ 255,465	\$ 203,538
Cash restricted for payment of long-term debt	30,000	25,000
Accounts receivable, less allowance for doubtful accounts of \$7,505 in 2012 and \$8,205 in 2011	949,727	980,874
Prepaid expenses	82,377	62,226
Deferred expenses	24,843	42,372
Bequest receivable	50,000	-
Beneficial interest in funds held by others	1,736,855	1,646,126
Property, plant and equipment, net	7,316,090	7,602,229
Investments	<u>14,955,171</u>	<u>14,095,239</u>
Total assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ -	\$ 124,535
Accounts payable	130,627	109,592
Accrued vacation	260,070	267,080
Accrued wages and related expenses	261,289	259,032
Annuities payable	1,487	2,612
Mark to market interest rate swap liability	1,558,953	1,660,401
Long-term debt	<u>5,432,682</u>	<u>5,552,679</u>
Total liabilities	<u>7,645,108</u>	<u>7,975,931</u>
Net assets		
Unrestricted	360,326	(16,618)
Designated by Board	12,114,920	11,391,434
Temporarily restricted	2,366,851	2,619,139
Permanently restricted	<u>2,913,323</u>	<u>2,687,718</u>
Total net assets	<u>17,755,420</u>	<u>16,681,673</u>
Total liabilities and net assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets released from restriction for operating activities	276,688	(252,288)	(24,400)	-
Total public support	<u>9,886,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,738,155</u>	<u>(252,288)</u>	<u>134,875</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment	1,984,898	-	-	1,984,898
Child abuse prevention and family strengthening	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>30,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>\$ 30,684</u>	<u>\$ (252,288)</u>	<u>\$ 134,875</u>	<u>\$ (86,729)</u>
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	968,298	-	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	1,100,430	(252,288)	225,605	1,073,747
Net assets, beginning of year	11,374,816	2,619,139	2,687,718	16,681,673
Net assets, end of year	<u>\$ 12,475,246</u>	<u>\$ 2,366,851</u>	<u>\$ 2,913,323</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 7,986,444	\$ -	\$ -	\$ 7,986,444
Contributions	401,525	-	211,401	612,926
Foundations and trusts	589,090	-	-	589,090
United Way	343,962	-	-	343,962
Special events (net of direct costs of \$101,186)	159,211	-	-	159,211
Net assets released from restriction for operating activities	118,762	(118,762)	-	-
Total public support	<u>9,598,994</u>	<u>(118,762)</u>	<u>211,401</u>	<u>9,691,633</u>
Revenue				
Program service fees	1,673,422	-	-	1,673,422
Endowment transfer to support operations	663,354	-	-	663,354
In-kind donations	221,620	-	-	221,620
Rents	3,626	-	-	3,626
Income from HEFA trust	8,145	-	-	8,145
Total other revenue	<u>2,570,167</u>	<u>-</u>	<u>-</u>	<u>2,570,167</u>
Total public support and revenue	<u>12,169,161</u>	<u>(118,762)</u>	<u>211,401</u>	<u>12,261,800</u>
Expenses				
Program services				
Family counseling	1,117,703	-	-	1,117,703
Teen and youth	2,278,597	-	-	2,278,597
Child abuse treatment	1,644,015	-	-	1,644,015
Child abuse prevention and family strengthening	2,768,202	-	-	2,768,202
Early intervention	408,898	-	-	408,898
Homecare	1,539,865	-	-	1,539,865
Residential services	592,487	-	-	592,487
Adoptions and pregnancy counseling	216,263	-	-	216,263
Child advocacy	211,588	-	-	211,588
Summer camp	227,957	-	-	227,957
Total program services	<u>11,005,575</u>	<u>-</u>	<u>-</u>	<u>11,005,575</u>
Supporting services				
Public relations and financial development	427,405	-	-	427,405
Management and general	785,600	-	-	785,600
Total supporting services	<u>1,213,005</u>	<u>-</u>	<u>-</u>	<u>1,213,005</u>
Total expenses	<u>12,218,580</u>	<u>-</u>	<u>-</u>	<u>12,218,580</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(49,419)</u>	<u>(118,762)</u>	<u>211,401</u>	<u>43,220</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>\$ (49,419)</u>	<u>\$ (118,762)</u>	<u>\$ 211,401</u>	<u>\$ 43,220</u>
Non-operating gains and losses				
Investment loss reduced by the portion of cumulative net appreciation designated for current operations	(951,952)	-	-	(951,952)
Unrealized (loss) on mark to market interest rate swap	(748,755)	-	-	(748,755)
Change in beneficial interest in funds held by others	-	-	(130,908)	(130,908)
Increase (decrease) in net assets	(1,750,126)	(118,762)	80,493	(1,788,395)
Net assets, beginning of year	13,124,942	2,737,901	2,607,225	18,470,068
Net assets, end of year	<u>\$ 11,374,816</u>	<u>\$ 2,619,139</u>	<u>\$ 2,687,718</u>	<u>\$ 16,681,673</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities		
Change in net assets	\$ 1,073,747	\$ (1,788,395)
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	369,616	373,667
Reinvested income	(310,652)	(392,867)
Realized (gain) on sale of investments	(102,398)	(356,631)
Unrealized (gain) loss on investments	(1,463,682)	976,443
Unrealized (gain) loss on mark to market interest rate swap	(101,448)	748,755
Amortization of NHHFA notes payable	18,426	17,382
(Increase) in restricted cash	(5,000)	-
(Increase) decrease in accounts receivable	31,147	(199,831)
(Increase) in prepaid expenses	(20,151)	(41,023)
(Increase) decrease in deferred expenses	17,529	(591)
(Increase) in bequest receivable	(50,000)	-
(Increase) decrease in beneficial interests in trusts	(90,729)	65,434
(Decrease) in deferred contract revenue	-	(74,919)
Increase (decrease) in accounts payable	21,035	(22,578)
Increase (decrease) in accrued vacation and expenses	(4,753)	23,578
Net cash (used in) operating activities	<u>(617,313)</u>	<u>(671,576)</u>
Cash flows used in investing activities		
Cash paid for land, buildings and equipment	<u>(83,477)</u>	<u>(75,122)</u>
Cash flows from financing activities		
Contribution restricted to endowment	(159,275)	(210,501)
Proceeds from appropriation of endowment	1,151,675	749,219
Proceeds from release of restricted endowment	24,400	-
Net cash advance (payment) on line of credit	(124,535)	124,535
Cash payments on long-term debt	(138,423)	(88,962)
Cash paid on annuity	(1,125)	(1,125)
Net cash provided by financing activities	<u>752,717</u>	<u>573,166</u>
Increase (decrease) increase in cash and cash equivalents	51,927	(173,532)
Cash and cash equivalents, beginning of year	<u>203,538</u>	<u>377,070</u>
Cash and cash equivalents, end of year	<u>\$ 255,465</u>	<u>\$ 203,538</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 332,900</u>	<u>\$ 337,341</u>
Amortization of 2007 NHHFA note payable	<u>\$ 9,786</u>	<u>\$ 9,232</u>
Amortization of 2005 NHHFA note payable	<u>\$ 8,640</u>	<u>\$ 8,150</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,888	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2011

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homework	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 658,368	\$ 1,212,882	\$ 918,542	\$ 1,453,036	\$ 235,855	\$ 1,131,447	\$ 341,041	\$ 122,574	\$ 119,515	\$ 73,392	\$ 225,280	\$ 544,150	\$ 7,036,082
Employee benefits	71,353	201,785	97,008	180,527	45,324	54,955	51,572	26,090	16,462	4,077	29,095	51,451	829,699
Assistance to individuals	36,252	198,916	77,431	198,213	(5)	11,333	34,632	10,680	(3)	36,982	72,465	-	676,896
Payroll related costs	62,571	112,312	84,241	142,947	20,673	111,478	31,378	10,001	10,248	6,416	18,495	38,514	649,274
Travel and transportation	37,610	59,117	60,798	301,668	21,259	38,296	10,903	3,699	4,773	6,372	2,914	591	548,000
Professional fees	97,102	59,390	76,426	40,191	31,700	19,304	21,431	9,121	26,899	15,237	13,172	36,872	446,845
Occupancy	28,251	80,945	52,194	95,526	9,646	27,681	22,510	5,020	3,327	49,799	7,849	25,537	408,285
Interest	35,501	74,595	95,914	51,737	13,548	50,508	18,107	7,072	7,070	7,062	-	2,193	363,307
Communications	16,346	45,197	28,859	59,657	7,557	16,838	8,008	6,058	3,511	3,867	17,668	2,521	216,087
Rental and equipment maintenance	8,031	17,378	11,256	11,149	3,971	3,054	6,214	2,993	1,137	1,553	-	30,605	97,341
Supplies	6,222	26,186	14,747	14,253	2,018	7,100	8,020	1,076	622	2,509	3,169	6,971	92,893
Printing and publications	10,786	2,288	9,653	4,365	1,266	9,917	2,991	(10)	852	4,542	31,523	1,223	79,396
Conferences and meetings	6,663	13,428	10,227	5,248	673	691	1,634	2,432	1,782	3,307	2,266	12,221	60,572
Insurance	4,565	11,771	6,952	14,575	1,286	4,831	4,434	918	640	376	1,274	4,609	56,231
Miscellaneous	1,448	4,631	6,518	10,690	769	5,105	1,624	1,119	6,684	680	831	2,291	42,390
Membership dues	658	3,474	1,666	3,033	217	931	1,778	160	1,161	277	1,392	5,248	19,995
Total expenses before depreciation and in-kind donations	1,081,727	2,124,295	1,552,432	2,586,815	395,757	1,493,469	566,277	209,003	204,680	216,448	427,393	764,997	11,623,293
Depreciation	35,387	75,066	91,082	50,671	13,141	46,396	21,419	7,260	6,908	10,307	-	16,030	373,667
In-kind donations	589	79,236	501	130,716	-	-	4,791	-	-	1,202	12	4,573	221,620
Total functional expenses	\$ 1,117,703	\$ 2,278,597	\$ 1,644,015	\$ 2,768,202	\$ 408,898	\$ 1,539,865	\$ 592,487	\$ 216,263	\$ 211,588	\$ 227,957	\$ 427,405	\$ 785,600	\$ 12,218,580

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. Permanent restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

Principles of consolidation

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income taxes

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2012 and 2011. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2008 are no longer subject to examination by federal and state taxing authorities.

Cash and cash equivalents

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Cash restricted for payment of long-term debt

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2012 and 2011, the balance of this escrow fund was \$30,000.

Bond refinance costs

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts receivable and revenue

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for doubtful accounts

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2012 and 2011, accounts receivable are presented net of an allowance for doubtful accounts of \$7,505 and \$8,205, respectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property, plant and equipment (concluded)

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

Investments

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

Annuities

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

Contributions and grants

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated materials and services

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to Child and Family Services of New Hampshire program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	<u>2012</u>	<u>2011</u>
Grants receivable	\$ 697,348	\$ 659,227
Fees for services	<u>259,884</u>	<u>329,852</u>
	957,232	989,079
Less allowance for uncollectible accounts	<u>(7,505)</u>	<u>(8,205)</u>
Total	<u>\$ 949,727</u>	<u>\$ 980,874</u>

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors; however, the Organization has received distributions from the funds of an amount equal to approximately 5% of the average market value of the fund over the last five years. Excess earnings, if any, are reinvested.

At December 31, 2012 and 2011, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$751,523 and \$706,317, respectively. The Organization received \$30,214 and \$32,695 from the funds in 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2012</u>	<u>2011</u>
Greenleaf	100%	\$ 382,039	\$ 362,040
Spaulding	100%	329,237	312,453
Cogswell	50%	<u>274,056</u>	<u>265,316</u>
Total		<u>\$ 985,332</u>	<u>\$ 939,809</u>

Income distributed by these trusts was \$43,342 and \$40,002 in 2012 and 2011, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2010	\$ 1,711,560
Contribution	65,474
Change in value of beneficial interest	<u>(130,908)</u>
Balance at December 31, 2011	1,646,126
Change in value of beneficial interest	<u>90,729</u>
Balance at December 31, 2012	<u>\$ 1,736,855</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>2012</u>	<u>2011</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,540,136	8,504,704
Furniture and equipment	1,864,695	1,855,844
Vehicles	128,606	163,794
Leasehold improvements	66,783	66,783
Software	168,608	147,015
	<u>11,913,777</u>	<u>11,883,089</u>
Less accumulated depreciation	<u>(4,597,687)</u>	<u>(4,280,860)</u>
Property, plant and equipment, net	<u>\$ 7,316,090</u>	<u>\$ 7,602,229</u>

Note 7. INVESTMENTS

Investments consist of the following:

	<u>2012</u>		<u>2011</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,378,589	\$ 6,563,094	\$ 5,410,122	\$ 5,864,679
International equities	3,858,629	3,891,869	3,794,526	3,278,319
Fixed income securities	1,988,704	2,207,774	2,422,615	2,632,737
Inflation hedging	1,768,387	1,883,898	2,221,542	2,038,106
Cash and equivalents	<u>408,536</u>	<u>408,536</u>	<u>281,398</u>	<u>281,398</u>
Total	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>	<u>\$ 14,130,203</u>	<u>\$ 14,095,239</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

During 2009, the Organization requested a full redemption of its investment in the limited partnership. The limited partnership acknowledged receipt of the request, but noted that redemptions from the fund were suspended as of the year ended December 31, 2009. During 2010, the limited partnership had formally notified the Organization that all outstanding redemption requests will be honored pro rata based on the redeeming investors' total investment in the Fund relative to the total of all redeeming investors' investment in the Fund. The amount redeemed for the year ended December 31, 2012 and 2011 was \$233,349 and \$689,085, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (continued)

Investment return is summarized as follows:

	<u>2012</u>	<u>2011</u>
Interest and dividend income	\$ 310,652	\$ 392,867
Net realized and unrealized gain (loss)	<u>1,566,080</u>	<u>(619,812)</u>
Total investment gain (loss)	<u>\$ 1,876,732</u>	<u>\$ (226,945)</u>

Expenses relating to investment revenues, including management fees amounted to \$88,028 and \$100,173 for the years ended December 31, 2012 and 2011, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2012 was 6% of the average fair market value of all investments over the previous twelve quarters. The income recognized during the years ended December 31, 2012 and 2011 was \$856,719 and 663,354, respectively. The cash transferred to operations from investments during the years ended December 31, 2012 and 2011 was \$1,125,000 and \$680,000, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2012. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (concluded)

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
December 31, 2012				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>
December 31, 2011				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 5,864,679	\$ 5,864,679	\$ -	\$ -
International equities	3,278,319	3,278,319	-	-
Fixed income securities	2,632,737	-	2,632,737	-
Inflation hedging	<u>2,038,106</u>	<u>1,806,025</u>	<u>-</u>	<u>232,081</u>
Total marketable securities	<u>\$ 13,813,841</u>	<u>\$ 10,949,023</u>	<u>\$ 2,632,737</u>	<u>\$ 232,081</u>

Note 8. LINE OF CREDIT

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2013, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2012), adjusted at each change in the index. At December 31, 2012, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2012</u>	<u>2011</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 11.	\$ 5,075,000	\$ 5,185,000
Capital lease payable in monthly installments of \$4,036 including interest at 7.35%, through January 2012. The lease was for a phone system.	-	2,993
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	32,169	49,828
Capital lease payable in monthly installments of \$777 through October 2012. The lease is for equipment.	-	7,771
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	152,628	143,988

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.

	<u>172,885</u>	<u>163,099</u>
Total	5,432,682	5,552,679
Less current maturities	<u>(133,093)</u>	<u>(138,336)</u>
Long-term debt	<u>\$ 5,299,589</u>	<u>\$ 5,414,343</u>

Future maturities of long-term debt are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2013	\$ 133,093
2014	129,162
2015	120,000
2016	130,000
2017	135,000
Thereafter	<u>4,785,427</u>
Total	<u>\$ 5,432,682</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS

During 2007, the New Hampshire Health and Education Facilities Authorities (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty, a fixed rate of 3.915%, in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2012 and 2011 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. The Organization recorded the swap liability position of approximately \$1,558,953 and \$1,660,401 at December 31, 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2012, the Organization was in compliance with these covenants.

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services:

	<u>2012</u>	<u>2011</u>
Deferred loan interest	\$ 924,488	\$ 942,912
Camp Spaulding	498,104	547,880
Camp Pavillion	298,676	306,925
Union Street	238,219	245,025
Teen and youth	114,939	226,649
Teen center	101,673	111,507
Child abuse prevention	96,432	106,979
Camp	52,483	42,353
Family counseling	29,455	8,620
Child abuse treatment	6,242	50,000
Homecare	<u>6,140</u>	<u>30,289</u>
Total	<u>\$ 2,366,851</u>	<u>\$ 2,619,139</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At December 31, 2012 and 2011, permanently restricted net assets of \$2,913,323 and \$2,687,718, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2012 and 2011, permanently restricted net assets include \$985,332 and \$939,809, respectively, in investments held in perpetual trusts.

Note 13. LEASES

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year Ending</u>	<u>Amount</u>
2013	\$ 96,378
2014	63,383
2015	63,383
2016	63,383
2017	14,383
Thereafter	<u>3,437</u>
Total	<u>\$ 304,347</u>

For the years ended December 31, 2012 and 2011, rent expense in connection with these leases was \$123,117 and \$100,461, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS

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

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

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

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

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	310,652	-	-	310,652
Realized gain	102,398	-	-	102,398
Unrealized gain	<u>1,463,682</u>	<u>-</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,876,732	-	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(856,719)	-	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,151,675)</u>	<u>-</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>-</u>	<u>(24,400)</u>	<u>(24,400)</u>
Investments, end of year	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,594,565	\$ -	\$ -	\$ 1,663,784
Board designated	12,114,920	-	-	12,114,920
Donor designated	<u>-</u>	<u>-</u>	<u>1,245,686</u>	<u>1,176,467</u>
Total	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

December 31, 2011	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,965,237	\$ -	\$ 895,665	\$ 14,860,902
Investment return				
Investment income	392,867	-	-	392,867
Realized gain	356,631	-	-	356,631
Unrealized gain	<u>(976,443)</u>	<u>-</u>	<u>-</u>	<u>(976,443)</u>
Total investment return	(226,945)	-	-	(226,945)
Contribution	-	-	211,401	211,401
Appropriation of endowment assets:				
Spending rate	(663,354)	-	-	(663,354)
Additional from Board designated funds	<u>(86,765)</u>	<u>-</u>	<u>-</u>	<u>(86,765)</u>
	<u>(750,119)</u>	<u>-</u>	<u>-</u>	<u>(750,119)</u>
Transfer of funds	<u>(3,745)</u>	<u>-</u>	<u>3,745</u>	<u>-</u>
Investments, end of year	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,592,994	\$ -	\$ -	\$ 1,662,213
Board designated	11,391,434	-	-	11,391,434
Donor designated	<u>-</u>	<u>-</u>	<u>1,110,811</u>	<u>1,041,592</u>
Total	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 15. PENSION PLAN

The Organization sponsored a defined contribution plan that covered all employees at day of hire and was at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2012 and 2011.

Note 16. RECLASSIFICATION

Certain 2011 amounts have been reclassified to conform to 2012 classification. These reclassifications had no effect on the increase in net assets for 2011.

Note 17. RISKS AND UNCERTAINTIES

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation insures the balances up to \$250,000 at each bank. As of December 31, 2012, the Organization's accounts exceeded federally insured limits by \$72,636.

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

Note 18. SUBSEQUENT EVENTS

Child and Family Services of New Hampshire has evaluated subsequent events through March 20, 2013, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2012.



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BOARD POSITION	FNAME	LNAME	Length of Service	Term Ending Date	Regional Board Position
Board Asst. Secretary, CEO	Borja	Alvarez de Toledo			President/CEO
Board Governance Committee	Suzanne	Boulter	1.5 Yrs	2018	
Board Governance Committee	Elaine	Brody	23 Yrs	2014	
Chair, Finance Committee, Treasurer	William	Conrad	15 yrs	2016	
Chair, Board Governance Committee, Executive Committee	Gail	Garceau	8 Yrs	2017	Chair, Governance Committee
Chair, Board Development Committee	Lou	Kaucic	2 Yrs	2018	
Board Secretary, Chair, Advocacy Committee	Bradford	Kuster	18 Yrs	2019	
Board Development Committee	Peggy	Lambert	8 Yrs	2017	
Board Finance Committee	Kirk	Leoni	1 Yr	2018	
Board Chair, Executive Committee	Marilyn	Mahoney	11 Yrs	2014	
Advocacy Committee	Willard "Bud"	Martin	3 Yrs	2016	
Board Governance Committee	Samantha	Pause	2 Yrs	2018	
Board Finance Committee	Kenneth	Sheldon	1 Yr	2018	
Board 2nd Vice Chair, Executive Committee	Lynne	Stahler	16 Yrs	2015	
Board 1st Vice Chair, Executive Committee	Kerry	Uhler	14 Yrs	2017	

CHERYL (CHERIE) A. Bammarito
464 Chestnut St
Manchester NH 03105

EDUCATION

Notre Dame College, M.Ed., School Counseling, 1992

Plymouth State College, MBA, Marketing Concentration, 1989

Saint Anselm College, BA, Psychology, French Minor, 1983

EMPLOYMENT HISTORY

July 2008 – Present	Program Manager Healthy Families Program Parenting Plus Program Fetal Alcohol Spectrum Disorder Prevention Program	Child and Family Services Manchester, NH
July 2006 – July 2008	Program Supervisor Healthy Families Program	Child and Family Services Manchester, NH
July 2004 – July 2006	Home Visitor Healthy Families Program	Child and Family Services Manchester, NH
Feb. 2003 – July 2004	Single Family Specialist Home of Your Own Program	The Loan Fund Concord, NH
Feb. 1994 – Feb. 2003	Social Worker The OUR PLACE Program	NH Catholic Charities Manchester, NH
Aug. 1987 – Feb. 1994	Assistant Director Admissions Office	Notre Dame College Manchester, NH
Sept. 1992 – Feb. 1994	Part Time Adjunct Faculty Psychology and Business Departments	Notre Dame College Manchester, NH
Aug. 1983 – Aug. 1987	Coordinator of Support Services Admissions Office	Saint Anselm College Manchester, NH

REFERENCES AVAILABLE UPON REQUEST

*JoAnn L. Cobb
Child and Family Services
464 Chestnut St
Manchester NH 03105*

EDUCATION AND LICENSURE

LICSW, NH. License #631

MSSW, August 1992: Springfield College, School of Human Services, Springfield MA.

BA, Psychology, 1987: University of Lowell, Lowell MA.

EMPLOYMENT HISTORY

Feb. 2002- Present:	Program Director Healthy Families Program, Early Supports & Services Program Parenting Plus Program Parent Aide Program Partners In Health Program Fetal Alcohol Spectrum Disorder Prevention Program Continue to provide clinical services in Family Counseling Program	Child and Family Services Manchester, NH
June 2001-Feb. 2002:	Program Coordinator Healthy Families Program	Child and Family Services Manchester, NH
Jan. 1997 to June 2001:	Clinical Social Worker Family Counseling Program	Child and Family Services Manchester, NH
Jan. 1995 to Jan. 1997:	Clinical Social Worker Infant/Toddler Program	Child and Family Services Exeter, NH
April 1992 to Jan. 1995:	Social Worker Crisis Care Program	Child and Family Services Manchester, NH
Feb. 1990 to March 1992:	Teen Counselor Pregnant/Parenting Program	Healthworks Haverhill, MA

MEMBERSHIP

**NH Association for Infant Mental Health
Spark NH board member (Early Childhood Council)
Collaborative Law Alliance of NH**

Borja Alvarez de Toledo, M.Ed.

Child and Family Services
alvarezdetoledob@cfsnh.org
518-4000

Professional Profile

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

Professional Experience

Child and Family Services of New Hampshire Manchester, NH

December 2013- Present

~ President and CEO

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

Riverside Community Care Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc. Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

464 Chestnut St, Manchester NH 03105, gagnonm@cfsnh.org

PROFILE

Motivated, confident professional with 15 years of NH non-profit experience. Demonstrated success in non-profit agency operations, staff supervision, strategic planning, fundraising and board development. Success working collaboratively across disciplines and within communities to reach mutual goals. Strategic thinker who uses data to drive work. Collaborative, democratic management style. Relationships with local and national funders including the New Hampshire Charitable Foundation, Endowment for Health, United Way, Open Society Institute and the Robert Wood Johnson Foundation. Relationships with Fortune 500 and other donor companies.

SKILLS SUMMARY

~Project Management	~Non-Profit Operations	~Strategic Planning
~Project Evaluation	~Budget Development	~Staff Recruitment
~Data to Manage	~Local/Federal Grant Writing	~Staff supervision

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)
Senior Vice President, Chief Operating Officer

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

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

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

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

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

ADDITIONAL PROFESSIONAL EXPERIENCE

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

Director of Operations and Program Development/Clinical Social Worker

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

Adjunct Faculty, Communications Department Grant Writing Skills

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

EDUCATION

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

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

ANTHONY F. CHEEK, JR.

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

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

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

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

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

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

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

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

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

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

Assistant Controller (2/96-3/98)

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

11/87 - 2/96

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

Controller/General Manager

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

EDUCATION:

1986

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

COMPUTER SKILLS:

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

Child and Family Services of New Hampshire

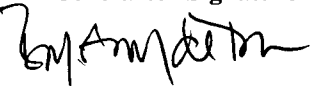
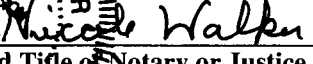
Key Personnel

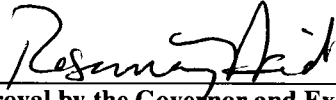
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryl Bammarito	Program Manager	\$43,950	20%	\$8,790
JoAnn Cobb	Program Director	\$62,899	32.5%	\$20,442
Borja Alvarez de Toledo	CEO	\$150,010	0	0
Maria Gagnon	COO	\$94,994	0	0
Anthony Cheek	CFO	\$92,914	0	0

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street PO Box 448 Manchester NH 03105	
1.5 Contractor Phone Number (603) 518-4000	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sonia A. Warez de Toledo resident & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 17th 2014</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 Signature of Notary Public or Justice of the Peace  NICOLE WALKER COMMISSIONER NOTARY PUBLIC NEW HAMPSHIRE SIGNED 12-2013			
1.14 Name and Title of Notary or Justice of the Peace Nicole Walker			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	

1.16	Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:	
1.17	Approval by the Attorney General (Form, Substance and Execution)	
By:		On: 6-3-14
1.18	Approval by the Governor and Executive Council	
By:	On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services for the Division for Children, Youth and Families' Southern District Office Catchment Area, at minimum, during the business hours of 8:00 a.m.-5:00 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition; the Contractor will:
 - 1.1.1.1 Use "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents" for health education, safety and injury prevention priorities;
 - 1.1.1.2 Use Healthy Homes "One Touch" environmental health assessment tool to access the living environment of each client.
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Help clients apply for Medicaid online through NH Easy;
 - 1.1.2.2 Help clients complete application forms during home visits;
 - 1.1.2.3 Help clients navigate through affordable care act health insurance "marketplace" and through the application process.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Help families identify and access quality preventive child care;
 - 1.1.3.2 Work with families to arrange quality child care or improve their child care situation;
 - 1.1.3.3 Remain a member of Family Resource Center of Greater Nashua (a collaborative family resource center, which offers child care services while parents attend educational programs or groups);
 - 1.1.3.4 Maximize the ability to find appropriate child care placement with little notice by maintaining direct relationships with the following:
 - 1.1.3.4.1 Southern NH Services;
 - 1.1.3.4.2 Head Start;
 - 1.1.3.4.3 Early head Start;
 - 1.1.3.4.4 The Boys and Girls Club; and
 - 1.1.3.4.5 Adult Learning Center
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:
 - 1.1.4.1 Provide developmental screenings as prescribed by the Watch Me Grow from 2 months of age through 60 months using ASQ during home visits;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



-
- 1.1.4.2 Provide ASQ-SE for children that need to be more closely evaluation in the social and emotional areas. This may include children:
 - 1.1.4.2.1 Who have experienced trauma or
 - 1.1.4.2.2 Who routinely observe fighting parents.
 - 1.1.4.3 Link families with Early Supports and Services through Gateway Community Services and Community Crossroads when the screening reveals a significant deficiency or a probable developmental delay;
 - 1.1.4.4 Refer children and their families to Child Find within the school system.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Use the Relationship Assessment Tool with clients in relationships to assess the health of the relationship and identify concerns;
 - 1.1.5.2 Provide educational supports that are aimed to prevent domestic violence;
 - 1.1.5.3 Provide intervention and crisis services in partnership with the "Bridges Domestic and Sexual Violence Support Center" and "A Safe Place" when a violence situation is revealed.
 - 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Work in partnership with the Family Resource Center of Greater Nashua which continually assess community needs and develops an array of local, family-centered and culturally diverse services/activities at several locations within the partnership. These services/activities include:
 - 1.1.6.1.1 Playgroup For You and Baby;
 - 1.1.6.1.2 Circle of parents support group.
 - 1.1.6.2 Run parenting classes through the Family Resource Center of Greater Nashua.
 - 1.1.6.3 Increase early childhood education and support opportunities provided through The Upper Room, a family resource center.
 - 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Provide "Period of PURPLE Crying" education, inform parents of the dangers of shaking infants and discuss ways to sooth a baby on the first home visit after the birth of a baby;
 - 1.1.7.2 During home visits, address parent's concerns, maintain a development history, make informed observations of the child, identify the presence of risk and protective factors, periodically use screening tests, and document findings.
 - 1.1.7.3 Educate parents about motor, cognitive and social-emotional skills and discuss common milestones using Parents at Teachers:
 - 1.1.7.4 Provide families child development education and support groups through the Family Resource Center of Greater Nashua and the Upper Room;
 - 1.1.7.5 Use Bright Futures Guidelines and ASQ&ASQ-SE screenings;
 - 1.1.7.6 Refer to Early Supports and Services when appropriate.
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:

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- 1.1.8.1 Link families with Family Centered Early Support Services Provider, Gateway Community Center or Community Crossroads, and other resources as needed.
 - 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Promote and Encourage good health for all family members;
 - 1.1.9.2 Work with clients to obtain appropriate releases to enhance care coordination;
 - 1.1.9.3 Help clients establish a Medical Home
 - 1.1.9.4 During home visits, the Contractor will:
 - 1.1.9.4.1 Discuss the appropriate use of the physician's office and the emergency room, stressing that the emergency room is not the place to address routine medical concerns and discomfort;
 - 1.1.9.4.2 Encourage and role model the importance of regular communication between the home and medical community;
 - 1.1.9.4.3 Provide education regarding child development and safety, health and wellness issues and help clients understand information they are receiving from medical providers;
 - 1.1.9.4.4 Provide teaching and information around pertinent health concerns such as head lice, bug bugs and immunizations;
 - 1.1.9.4.5 Encourage and assist with the collection of medical documents and reports;
 - 1.1.9.4.6 Use the Bright Futures Guidelines to inform home visits and support healthy child development
 - 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Offer Role modeling and Mentoring around parenting techniques;
 - 1.1.10.2 Refer clients to participate in the Circle of Parents support group;
 - 1.1.10.3 Involve families in leadership roles whenever possible;
 - 1.1.10.4 Work closely with NH Children's Trust to promote and link client with advocacy projects.
 - 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
 - 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Maintain cooperative relationships with NH Employment Program staff in order to facilitate employment related supports and services;
 - 1.1.12.2 Refer teen and young adult parents in crisis situations to the transitional living program at:
 - 1.1.12.2.1 The Front Door;
 - 1.1.12.2.2 Marguerite's Place; and
 - 1.1.12.2.3 Ann Marie House.
 - 1.1.12.3 Help families enhance their Family Service (goal) Plans which may include life skills, independent living skills and life planning goal and objectives.
 - 1.1.13 Life course planning; the Contractor will:

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- 1.1.13.1 Provide supports that reduce risks and increase protective factors that can change the health trajectory of the adults and children served.
- 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Work with parents to discuss their educational and work history and career path.
- 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Recommend that parents start reading to the fetus in utero;
 - 1.1.15.2 Help parents understand the importance of reading to their children;
 - 1.1.15.3 Use the "Born to Learn" curriculum from Parents As Teachers curriculum;
 - 1.1.15.4 Work with parents to address their educational goals which could include:
 - 1.1.15.4.1 Looking at picture books together;
 - 1.1.15.4.2 Using audio-books to guide parent and child through a book;
 - 1.1.15.4.3 Participating in parent groups and story time opportunities to listen to others.
 - 1.1.15.5 Offer GED/HiSET preparation services free of charge for people 16-21 at the Upper Room in Derry;
 - 1.1.15.6 Refer adults over 18 to the Adult Learning Center for GED/HiSET services.
- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule; the Contractor will:
 - 1.1.16.1 Use Bright Futures Guidelines to provide medical and health educations;
 - 1.1.16.2 Follow Bright futures and the APA medical and health education preventive care visit schedule.
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Ensure that all pregnant women enrolled in the program:
 - 1.1.17.1.1 have a Prime MD depression screening during pregnancy as a baseline;
 - 1.1.17.1.2 Receive the Edinburg Postnatal Screen at two (2) weeks post-partum and again six (6) to eight (8) weeks post-partum.
 - 1.1.17.2 Families enrolled in the program are given a short depression screen called the Patient Health Questionnaire-9 (PHQ-9).
 - 1.1.17.3 Link clients/families to appropriate services including:
 - 1.1.17.3.1 Family Counseling program for office-based therapy;
 - 1.1.17.3.2 Greater Nashua Mental Health Center;
 - 1.1.17.3.3 Youth Council;
 - 1.1.17.3.4 A Peaceful Balance; and
 - 1.1.17.3.5 Center for Life Management.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Discuss the importance of oral health with clients during pregnancy;
 - 1.1.18.2 Provide dental education; such as:
 - 1.1.18.2.1 Proper cleaning of gums and mouths of babies(do's and don'ts);
 - 1.1.18.2.2 Bottle rot and other hazards.

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- 1.1.18.3 Refer clients to Lamprey Health Care dental services or to Sterling Smiles in Nashua;
- 1.1.18.4 Use the Oral Health Risk Assessment tool in order to follow the Bright Future guidelines on oral health risk assessment being performed for children 6 and 9 months of age until a dental home is established.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Help clients access a plethora of services to address their needs such as:
 - 1.1.19.1.1 Family Planning;
 - 1.1.19.1.2 Basic needs through City Welfare and Southern NH Services for energy programs, fuel assistance, nutrition, and utility assistance;
 - 1.1.19.1.3 Financial needs through debt management services and foreclosure counseling;
 - 1.1.19.1.4 Transportation needs through Medicaid providers and free bus passes;
 - 1.1.19.1.5 NH Housing needs through Section 8 and subsidized housing.
- 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Provide significant education and support to parent through Parents As Teachers and the home visiting aspect of the program;
 - 1.1.20.2 Link parents with the programming of the Family Resource Center of Greater Nashua and The Upper Room;
 - 1.1.20.3 Offer TIPS a young parent's support group through The Upper Room;
 - 1.1.20.4 Link parents with other providers, such as hospital or health center groups.
- 1.1.21 Parents As Teachers home visiting curriculum;
- 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Work with clients regarding the hazards of smoking and secondhand smoke as part of their health assessment and education;
 - 1.1.22.2 Work to motivate smokers to quit, when ready to quit;
 - 1.1.22.3 Refer smokers to QuitWorks NH.
- 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Use TWEAK screening for all pregnant women;
 - 1.1.23.2 Conduct brief interventions for those who test positive;
 - 1.1.23.3 Refer clients that need further assessment/intervention to:
 - 1.1.23.3.1 Keystone Hall;
 - 1.1.23.3.2 Cynthia Day Center;
 - 1.1.23.3.3 Child and Family Service Adolescent Substance Abuse Treatment (only for clients through age 24.)
- 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Ensure staff members are trained in trauma informed care;
 - 1.1.24.2 Use the trauma-informed approach for the entirety of care;
 - 1.1.24.3 Refer client who are in need of therapeutic service to Child and Family Services Family Counseling program for office-based treatment.

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- 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Encourage pregnant women to apply prenatally;
 - 1.1.25.2 Take clients to WIC appointments when necessary.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Actively outreach with partner agencies through relationships and participation in collaborative efforts;
 - 1.2.2 Distribute collateral materials including CFSS and agency brochures, CFS "All in the Family" newsletters, and Family Resource Center of Greater Nashua and the Upper Room flyers;
 - 1.2.3 Include parenting and family resource center information on the CFS website (www.cfsnh.org) under "Good Parent U";
 - 1.2.4 Provide information sessions and presentations with community agencies and their representatives; and
 - 1.2.5 Use media coverage.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Offer home visits at all times of the morning, afternoon and evening;
 - 1.3.2 Offer weekend appointment when a family is unable to meet during the week;
 - 1.3.3 Increase efforts for father involvement;
 - 1.3.4 Encourage clients to involve family member and caregivers in home visiting assessments even if they do not live with the client.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Actively participate in community-based meetings;
 - 1.4.2 Collaborate through phone calls and meetings to coordinate services;
 - 1.4.3 Communicate with health care and other providers with appropriate client releases for sharing of nurse and medical notes,
 - 1.4.4 Actively engage in partnerships, which include:
 - 1.4.4.1 Maintaining relationships with child care providers and resource and referral organizations;
 - 1.4.4.2 Significant relationship with area schools including involvement with Pinkerton Academy, Salem High School, Milford High School Nashua North and South High Schools;
 - 1.4.4.3 Participate in Infant Mental Health Regional Team, NH Association for Infant Mental Health for client-specific coordination and to remain informed about emergency issues;
 - 1.4.4.4 Work closely with and provide domestic violence referrals to Bridges Domestic and Sexual Violence Support Center;
 - 1.4.4.5 Engage in Family Resource Center partnership and planning with the Family Resource Center of Greater Nashua and the Upper Room;

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- 1.4.4.6 Work with NH Children's Trust around training, technical assistance and client advocacy and recognition;
 - 1.4.4.7 Engage with NH Employment Program and staff around client supports and attend wraparound meetings;
 - 1.4.4.8 Link clients with coordinate services with clients residing in Marguerite's Place, Ann Marie House and The Front Door;
 - 1.4.4.9 Keep informed about health care system, maintaining relationships with medical community, coordinate to establish and maintain medical homes for clients, coordinate with and refer clients to WIC, NH Medicaid, mental health providers and substance abuse providers;
 - 1.4.4.10 Maintain and expand upon our relationships with referring clients for basic needs, financial supports, transportation and other supports;
 - 1.4.4.11 Maintain relationships with funders including the NH DHHS, Milford Hospital Association, Alexander Eastman Foundations, and non-profit resources including NH Center for Nonprofits;
 - 1.4.4.12 Maintain relationships with businesses in the private sector to leverage client support..
- 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
- 1.5.1 Help identify charitable resources;
 - 1.5.2 Raise funds through:
 - 1.5.2.1 Private philanthropy;
 - 1.5.2.2 Securing charitable grants from foundation and corporations.
- 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages:
- 1.6.1 Prevention: is provided through the Family Resource Center of Greater Nashua and the Upper Room with activities that are directed toward the general public;
 - 1.6.2 Early Intervention: is provided primarily through Family Support Worker through home visiting services and also through community partnerships;
 - 1.6.3 Crisis: is provided to highly vulnerable families who are at imminent risk for having a child placed in out of home care or are at a crisis point that requires immediate attention to provide a safe environment. Services may include:
 - 1.6.3.1 Immediate and/or assisted referrals to medical, behavioral health or other support services such as the Bridges Domestic Violence Center.
- 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General and ASQ & ASQ-SE for families experiencing conditions that include, but are not limited to:
- 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;

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- 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
- 1.9.1 Have the Program Director, Upper Room Coordinator and staff evaluate the program during monthly team meetings;
 - 1.9.2 Have the Operations Team, QI Committee and Board of Trustees evaluate the program to examine program procedures, outputs, client outcomes and establish annual outcome and output targets;
 - 1.9.3 Survey clients when services end and during two (2) survey months annually.
- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
- 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;

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- 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.

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- 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that are necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.

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- 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
- 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
- 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
- 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
- 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
- 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
- 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of

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- out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
 - 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
 - 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
 - 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
 - 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
 - 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
 - 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
 - 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
 - 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the

**New Hampshire Department of Health and Human Services
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Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:

- 2.1.1 Statistical reports that must detail:

- 2.1.1.1 Number of families enrolled at the beginning and end of the month;
- 2.1.1.2 Number of referrals;
- 2.1.1.3 Number of families receiving TANF,
- 2.1.1.4 Early and Periodic Screening and Diagnosis services,
- 2.1.1.5 Number of terminations;
- 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
- 2.1.1.7 Number of childcare cases and utilization data;
- 2.1.1.8 Year-To-Date unduplicated childcare count;
- 2.1.1.9 Narrative regarding impact of the services provided for families; and
- 2.1.1.10 Community impact of the services provided;
- 2.1.1.11 Family income, composed of earned income and child support receipts;
- 2.1.1.12 Number of families employed or in training;
- 2.1.1.13 Number of families reporting housing destabilization;
- 2.1.1.14 Number of expectant women and children receiving WIC services.

- 2.1.2 A narrative summary of the family services records.

- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:

- 2.2.1 A report highlighting the program activities for each quarter, which includes;
- 2.2.2 Describing the progress in achieving the stated outcomes;
- 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.

- 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:

- 2.2.4.1 Input/resources;
- 2.2.4.2 Activities/action plan;

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- 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
- 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

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Exhibit A-1**



Vendor: Child and Family Services of New Hampshire – (Southern District Office Catchment Area)

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$81,404. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
- 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
- 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

BAK
5/14/14

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

STATE OF NEW HAMPSHIRE
 Department of Health and Human Services
 Division for Children, Youth and Families

Form 2096
 May 2009

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ Full Time (31 or more hrs) ☐ Half Time (16-30 hrs/week) ☐ Part Time (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Email Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States,
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit B

-
- 2.4 A final payment request shall be submitted no later than sixty days after the contract ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
- 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

Contractor's Initials BA
Date 5/12/14



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 fundors 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 fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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



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. **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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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5/12/14



REVISIONS TO GENERAL PROVISIONS

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

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ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

5/12/14
Date

Contractor Name: Child and Family Service of NH
[Signature]
Name: Josephine de Toledo
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

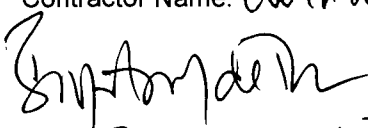
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

5/12/14
Date

Contractor Name: Child and Family Services of NH

Name: Regina Alvarez de Toledo
Title: President & CEO

BAF

5/12/14



**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

BAI

5/12/14



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

5/12/14
Date

Contractor Name: Child and Family Service NH
Sofia Alvarez de Toledo
Name: Sofia Alvarez de Toledo
Title: President & CEO



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

5/12/14
Date

Contractor Name: Child and Family Service of NH

[Signature]

Name: Sorja Thorez de Toledo
Title: President & CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Child and Family Services AHA

[Signature]

Name: Sorja Alvarez de Toledo

Title: President & CEO

5/12/14
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS
The State
Mary Ann Cooney
Signature of Authorized Representative
Mary Ann Cooney
Name of Authorized Representative
Associate Commissioner
Title of Authorized Representative
5/27/14
Date

Child and Family Services of NH
Name of the Contractor
[Signature]
Signature of Authorized Representative
BORJA ALVAREZ DE TOLKED
Name of Authorized Representative
INTERMIT & CO
Title of Authorized Representative
5/12/14
Date



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

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

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

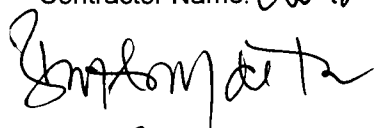
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

5/12/14
Date

Contractor Name: Child and Family Services of NH

Name: Raja Alvarez de Tordesillas
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 095505905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

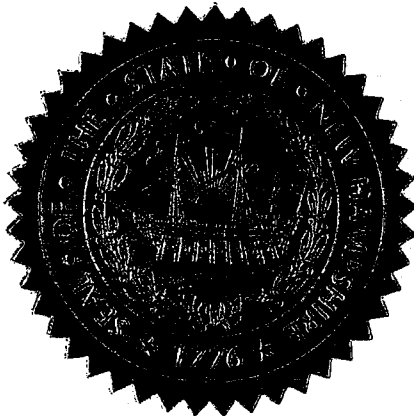
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

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

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12th day of May, 2014.

Marilyn T. Mahoney
(Signature of the Elected Officer)

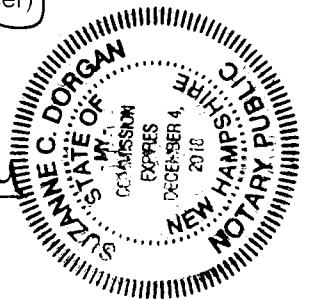
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12th day of May, 2014

By Marilyn T. Mahoney
(Name of Elected Officer of the Agency)

Suzanne C. Dorgan
(Notary Public/Justice of the Peace)



(NOTARY SEAL)

Commission Expires: SUZANNE C. DORGAN, Notary Public
My Commission Expires December 4, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Linda Dacey PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL: ldacey@crossagency.com ADDRESS:	
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: QBE Insurance Corp INSURER C: Travelers Ins. Co. INSURER D: INSURER E: INSURER F:	
		NAIC # 39217	

COVERAGES		CERTIFICATE NUMBER: 13-14 All lines		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR			PHPK879641	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS			PHPK879641	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$ 1,000,000
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB385665	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	QWC4001064 (3a.) NH All officers included	☒ WC STATU-TORY LIMITS E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity & Forgery			105912196	Limit \$200,000
A	Professional Liability			PHPK879641	Aggregate \$2,000,000

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

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
Office of Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don Lefebvre/JSC



Mission

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

Philosophy

...the well-being of future generations and the well-being of their communities depends on the quality of care we provide each child today.

...children need strong families and caring communities to attain their full potential.

...setting the highest standards of integrity and professionalism will enable us to provide quality services to children and their families.

Standing

Founded in 1850, Child and Family Services is the oldest children's charitable organization in NH. An independent/private nonprofit, CFS is a founding member of the Child Welfare League of America.

Funding

A nonprofit, non-sectarian organization, Child and Family Services receives funding from individuals, foundations, United Ways, corporate donations, state, federal and community grants, and civic organizations.

Fees

Services are either free, available on a sliding-fee scale or for a basic fee, or covered by insurance. Some programs are limited geographically or by funding specifications. Please refer to each program description for further information.

Statewide Headquarters: 464 Chestnut St., P.O. Box 448, Manchester, NH 03105
Toll Free: 800-640-6486 | Tel: 603-518-4000 | Fax: 603-668-6260 | Email: info@cfsnh.org

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**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2013

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HESSION & PARE, PC

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2013 and 2012, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit.

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

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

The Board of Trustees
Child and Family Services of New Hampshire

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2014, on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

HESSION, PAZZ, P.C.

March 19, 2014

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2013 and 2012

ASSETS		
	<u>2013</u>	<u>2012</u>
Assets		
Cash and cash equivalents	\$ 299,616	\$ 255,465
Cash restricted for payment of long-term debt	30,000	30,000
Accounts receivable, less allowance for doubtful accounts of \$6,805 in 2013 and \$7,505 in 2012	826,082	949,727
Prepaid expenses	171,481	130,667
Deferred expenses	10,175	24,843
Bequest receivable	50,000	50,000
Beneficial interest in funds held by others	1,872,875	1,736,855
Property, plant and equipment, net	7,048,577	7,316,090
Investments	<u>16,978,687</u>	<u>14,955,171</u>
Total assets	<u>\$ 27,287,493</u>	<u>\$ 25,448,818</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 206,247	\$ 130,627
Accrued vacation	271,820	260,070
Accrued wages and related expenses	351,068	309,579
Annuities payable	362	1,487
Mark to market interest rate swap liability	937,081	1,558,953
Long-term debt	<u>5,319,031</u>	<u>5,432,682</u>
Total liabilities	<u>7,085,609</u>	<u>7,693,398</u>
Net assets		
Unrestricted	(73,905)	255,496
Designated by Board	14,210,820	11,983,121
Temporarily restricted	2,943,580	2,771,474
Permanently restricted	<u>3,121,389</u>	<u>2,745,329</u>
Total net assets	<u>20,201,884</u>	<u>17,755,420</u>
Total liabilities and net assets	<u>\$ 27,287,493</u>	<u>\$ 25,448,818</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,394,288	\$ -	\$ -	\$ 8,394,288
Contributions	265,340	-	240,040	505,380
Foundations and trusts	712,659	-	-	712,659
United Way	273,560	-	-	273,560
Special events (net of direct costs of \$98,956)	299,357	-	-	299,357
Net assets released from restriction for operating activities	72,301	(72,301)	-	-
Total public support	<u>10,017,505</u>	<u>(72,301)</u>	<u>240,040</u>	<u>10,185,244</u>
Revenue				
Program service fees	1,862,787	-	-	1,862,787
Endowment transfer to support operations	694,226	-	-	694,226
In-kind donations	120,954	-	-	120,954
Rents	2,985	-	-	2,985
Income from HEFA trust	6,514	-	-	6,514
Total other revenue	<u>2,687,466</u>	<u>-</u>	<u>-</u>	<u>2,687,466</u>
Total public support and revenue	<u>12,704,971</u>	<u>(72,301)</u>	<u>240,040</u>	<u>12,872,710</u>
Expenses				
Program services				
Family counseling	911,726	-	-	911,726
Teen and youth	1,716,126	-	-	1,716,126
Child abuse treatment and family strengthening	3,652,550	-	-	3,652,550
Child abuse prevention	2,004,988	-	-	2,004,988
Early intervention	408,720	-	-	408,720
Homecare	1,952,380	-	-	1,952,380
Residential services	578,849	-	-	578,849
Adoptions and pregnancy counseling	133,858	-	-	133,858
Child advocacy	108,281	-	-	108,281
Summer camp	280,018	-	-	280,018
Total program services	<u>11,747,496</u>	<u>-</u>	<u>-</u>	<u>11,747,496</u>
Supporting services				
Public relations and financial development	453,384	-	-	453,384
Management and general	834,321	-	-	834,321
Total supporting services	<u>1,287,705</u>	<u>-</u>	<u>-</u>	<u>1,287,705</u>
Total expenses	<u>13,035,201</u>	<u>-</u>	<u>-</u>	<u>13,035,201</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(330,230)</u>	<u>(72,301)</u>	<u>240,040</u>	<u>(162,491)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ (330,230)	\$ (72,301)	\$ 240,040	\$ (162,491)
Non-operating gains and losses				
Investment gain (net of fees) reduced by the portion of cumulative net appreciation designated for current operations	1,606,655	244,407	-	1,851,062
Unrealized gain on mark to market interest rate swap	621,873	-	-	621,873
Change in beneficial interest in funds held by others	-	-	136,020	136,020
Increase in net assets	1,898,298	172,106	376,060	2,446,464
Net assets, beginning of year	12,238,617	2,771,474	2,745,329	17,755,420
Net assets, end of year	<u>\$ 14,136,915</u>	<u>\$ 2,943,580</u>	<u>\$ 3,121,389</u>	<u>\$ 20,201,884</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets change in restrictions	281,064	(350,282)	69,218	-
Total public support	<u>9,891,060</u>	<u>(350,282)</u>	<u>228,493</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,742,531</u>	<u>(350,282)</u>	<u>228,493</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment and family strengthening	1,984,898	-	-	1,984,898
Child abuse prevention	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>35,060</u>	<u>(350,282)</u>	<u>228,493</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ 35,060	\$ (350,282)	\$ 228,493	\$ (86,729)
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	809,399	158,899	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	945,907	(191,383)	319,223	1,073,747
Net assets, beginning of year, as originally stated	11,374,816	2,619,139	2,687,718	16,681,673
Reclassification to comply with UPMIFA (Note 18)	(82,106)	343,718	(261,612)	-
Net assets, beginning of year as restated	11,292,710	2,962,857	2,426,106	16,681,673
Net assets, end of year	<u>\$ 12,238,617</u>	<u>\$ 2,771,474</u>	<u>\$ 2,745,329</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 2,446,464	\$ 1,073,747
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	362,791	369,616
Realized (gain) on sale of investments	(435,757)	(102,398)
Unrealized (gain) on investments	(1,770,261)	(1,463,682)
Unrealized (gain) on mark to market interest rate swap	(621,872)	(101,448)
Amortization of NHHFA notes payable	19,530	18,426
(Increase) in restricted cash	-	(5,000)
Decrease in accounts receivable	123,645	31,147
(Increase) in prepaid expenses	(40,814)	(68,441)
Decrease in deferred expenses	14,668	17,529
(Increase) in bequest receivable	-	(50,000)
(Increase) in beneficial interests in trusts	(136,020)	(90,729)
Increase in accounts payable	75,620	21,035
Increase (decrease) in accrued vacation and expenses	53,240	43,537
Net cash provided by (used in) operating activities	<u>91,234</u>	<u>(306,661)</u>
Cash flows used in investing activities		
Contribution restricted to endowment	(240,040)	(159,275)
Reinvested income	(396,458)	(310,652)
Proceeds from appropriation of endowment	819,000	1,151,675
Proceeds from release of restricted endowment	-	24,400
Cash paid for land, buildings and equipment	<u>(95,279)</u>	<u>(83,477)</u>
Net cash provided by investing activities	87,223	622,671
Cash flows from financing activities		
Cash advance on line of credit	5,348,845	5,674,677
Cash (payment) on line of credit	(5,348,845)	(5,799,212)
Cash payments on long-term debt	(133,181)	(138,423)
Cash paid on annuity	<u>(1,125)</u>	<u>(1,125)</u>
Net cash (used in) financing activities	<u>(134,306)</u>	<u>(264,083)</u>
Increase in cash and cash equivalents	44,151	51,927
Cash and cash equivalents, beginning of year	<u>255,465</u>	<u>203,538</u>
Cash and cash equivalents, end of year	<u>\$ 299,616</u>	<u>\$ 255,465</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 319,434</u>	<u>\$ 332,900</u>
Amortization of 2007 NHHFA note payable	<u>\$ 10,373</u>	<u>\$ 9,786</u>
Amortization of 2005 NHHFA note payable	<u>\$ 9,157</u>	<u>\$ 8,640</u>
See notes to financial statements.		

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2013

	Family Counseling	Teen and Youth	Child Abuse Treatment and Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Public Relations and Financial Development	Management and General	Total
Salaries	\$ 525,824	\$ 880,092	\$ 1,968,360	\$ 1,078,120	\$ 232,297	\$ 1,403,372	\$ 333,640	\$ 75,403	\$ 76,934	\$ 92,872	\$ 230,481	\$ 557,151	\$ 7,454,546
Employee benefits	72,334	129,319	252,237	132,292	39,776	76,044	55,127	13,216	6,589	10,429	30,150	94,349	911,862
Payroll related costs	55,849	96,379	208,029	126,828	23,359	157,938	39,696	6,883	6,461	10,960	19,121	51,604	803,127
Assistance to individuals	29,947	180,505	294,768	79,876	315	10,494	29,606	4,866	-	50,331	93,137	-	773,845
Travel and transportation	13,763	61,450	379,407	88,099	19,774	60,826	13,996	2,938	365	4,175	2,401	1,210	648,404
Professional fees	91,664	44,849	32,638	180,052	41,936	33,190	18,932	9,407	579	16,606	7,615	28,552	506,020
Occupancy	32,432	72,533	138,525	68,176	10,610	39,025	20,474	3,358	2,737	50,404	9,773	5,589	453,636
Interest	26,719	48,021	108,889	59,276	12,154	59,802	16,366	3,853	3,282	8,191	-	698	347,251
Communications	12,722	36,945	63,202	29,042	6,244	17,454	6,683	4,848	2,100	4,401	12,963	1,609	198,213
Rental and equipment maintenance	7,683	17,832	10,840	19,025	2,285	2,716	3,901	2,120	1,087	3,354	-	34,747	105,590
Supplies	2,819	21,179	13,711	21,118	1,605	10,614	7,064	550	440	9,941	2,183	4,577	95,801
Insurance	3,928	11,346	21,303	12,271	2,629	8,108	4,489	754	570	666	1,794	5,628	73,486
Printing and publications	1,339	2,029	6,046	3,051	1,074	6,368	249	897	961	5,331	35,955	5,557	68,857
Miscellaneous	1,810	6,083	7,673	17,962	924	10,168	2,213	(345)	177	1,117	3,009	1,922	52,713
Conferences and meetings	4,399	5,665	4,761	5,747	1,271	524	1,656	582	918	2,148	2,655	9,872	40,198
Membership dues	840	1,459	1,980	4,371	487	907	555	80	1,601	179	1,420	4,028	17,907
Total expenses before depreciation and in-kind donations	884,072	1,615,686	3,512,369	1,925,306	396,740	1,897,570	554,647	129,410	104,801	271,105	452,657	807,093	12,551,456
Depreciation	27,654	51,685	102,612	58,812	11,980	54,810	21,650	4,448	3,480	7,964	-	17,696	362,791
In-kind donations	-	48,755	37,569	20,870	-	-	2,552	-	-	949	727	9,532	120,954
Total functional expenses	\$ 911,726	\$ 1,716,126	\$ 3,652,550	\$ 2,004,988	\$ 408,720	\$ 1,952,380	\$ 578,849	\$ 133,858	\$ 108,281	\$ 280,018	\$ 453,384	\$ 834,321	\$ 13,035,201

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment and Family Strengthening	Child Abuse Prevention	Early Intervention	Homework	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Public Relations and Management Financial Development	General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,688	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – include the following:

Undesignated – Net assets include revenue and expenses associated with the principal operating mission of the Organization.

Board Designated – Net assets include the fair value of unrestricted investments that the Board of Trustees has set aside and elected to use towards future operations.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. Permanently restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Principles of consolidation

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

Use of estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenue and expenses. Actual results could differ from those estimates.

Income taxes

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2013 and 2012. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2010 are no longer subject to examination by federal and state taxing authorities.

Cash and cash equivalents

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Cash restricted for payment of long-term debt

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2013 and 2012, the balance of this escrow fund was \$30,000.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Bond refinance costs

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

Accounts receivable and revenue

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for doubtful accounts

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2013 and 2012, accounts receivable are presented net of an allowance for doubtful accounts of \$6,805 and \$7,505, respectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost, or in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

Investments

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

Annuities

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

Contributions and grants

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated materials and services

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to the Organization's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses

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

Reclassification

Certain 2012 amounts have been reclassified to conform to 2013 classification. These reclassifications had no effect on the increase in net assets for 2012.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	<u>2013</u>	<u>2012</u>
Grants receivable	\$ 639,140	\$ 697,348
Fees for services	<u>193,747</u>	<u>259,884</u>
	832,887	957,232
Less allowance for uncollectible accounts	<u>(6,805)</u>	<u>(7,505)</u>
Total	<u>\$ 826,082</u>	<u>\$ 949,727</u>

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors. The Organization has received distributions from the funds over the last two years. Excess earnings, if any, are reinvested.

At December 31, 2013 and 2012, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$823,141 and \$751,523, respectively. The Organization received \$28,983 and \$30,214 from the funds in 2013 and 2012, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2013</u>	<u>2012</u>
Greenleaf	100%	\$ 412,530	\$ 382,039
Spaulding	100%	358,793	329,237
Cogswell	50%	<u>278,411</u>	<u>274,056</u>
Total		<u>\$ 1,049,734</u>	<u>\$ 985,332</u>

In 2013 and 2012, income distributed by these trusts was \$39,498 and \$43,342, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2011	\$ 1,646,125
Change in value of beneficial interest	<u>90,730</u>
Balance at December 31, 2012	1,736,855
Change in value of beneficial interest	<u>136,020</u>
Balance at December 31, 2013	<u>\$ 1,872,875</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>2013</u>	<u>2012</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,620,212	8,540,136
Furniture and equipment	1,879,897	1,864,695
Vehicles	128,606	128,606
Leasehold improvements	66,783	66,783
Software	<u>168,608</u>	<u>168,608</u>
	12,009,055	11,913,777
Less accumulated depreciation	<u>(4,960,478)</u>	<u>(4,597,687)</u>
Property, plant and equipment, net	<u>\$ 7,048,577</u>	<u>\$ 7,316,090</u>

Note 7. INVESTMENTS

Investments consist of the following:

	<u>2013</u>		<u>2012</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,645,782	\$ 8,236,680	\$ 5,378,589	\$ 6,563,094
International equities	3,924,889	4,564,826	3,858,629	3,891,869
Fixed income securities	2,035,902	2,082,570	1,988,704	2,207,774
Inflation hedging	1,813,431	1,765,252	1,768,387	1,883,898
Cash and equivalents	<u>329,359</u>	<u>329,359</u>	<u>408,536</u>	<u>408,536</u>
Total	<u>\$ 13,749,363</u>	<u>\$ 16,978,687</u>	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (continued)

Investment return is summarized as follows:

	<u>2013</u>	<u>2012</u>
Interest and dividend income	\$ 396,458	\$ 310,652
Net realized and unrealized gain	<u>2,206,018</u>	<u>1,566,080</u>
Total investment gain	<u>\$ 2,602,476</u>	<u>\$ 1,876,732</u>

For the years ended December 31, 2013 and 2012, expenses relating to investment revenues, including management fees, amounted to \$86,474 and \$88,028, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2013 was 5% of the average fair market value of all investments over the previous twelve quarters. The income recognized was \$694,226 and \$856,719 at December 31, 2013 and 2012, respectively. Additional appropriation of income from Board designated funds were \$58,016 for management fees and \$294,956 for management fees and cash flow needs at December 31, 2013 and 2012, respectively. Appreciation on permanently restricted investments of \$66,758 and \$73,594 was released at December 31, 2013 and 2012, respectively. The total cash transferred to operations from investments during the years ended December 31, 2013 and 2012 was \$819,000 and \$1,176,075, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2013. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (concluded)

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
December 31, 2013				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 8,236,680	\$ 8,236,680	\$ -	\$ -
International equities	4,564,826	4,564,826	-	-
Fixed income securities	2,082,570	-	2,082,570	-
Inflation hedging	<u>1,765,252</u>	<u>1,765,252</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 16,649,328</u>	<u>\$ 14,566,758</u>	<u>\$ 2,082,570</u>	<u>\$ -</u>
December 31, 2012				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>

Note 8. LINE OF CREDIT

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2014, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2013), adjusted at each change in the index. At December 31, 2013, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2013</u>	<u>2012</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 10.	\$ 4,960,000	\$ 5,075,000
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	13,988	32,169
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	161,785	152,628
Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.	<u>183,258</u>	<u>172,885</u>
Total	5,319,031	5,432,682
Less current maturities	<u>(128,988)</u>	<u>(133,093)</u>
Long-term debt	<u>\$ 5,190,043</u>	<u>\$ 5,299,589</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Future maturities of long-term debt are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2014	\$ 128,988
2015	120,000
2016	130,000
2017	135,000
2018	140,000
Thereafter	<u>4,665,043</u>
Total	<u>\$ 5,319,031</u>

Note 10. SERIES 2007 REVENUE BONDS

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2013 and 2012 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2013 and 2012, the Organization recorded the swap liability position of approximately \$937,081 and \$1,558,953, respectively.

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2013, the Organization was not in compliance with one of these covenants. The Organization has received a default waiver from the bank for 2013.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services:

	<u>2013</u>	<u>2012</u>
Deferred loan interest	\$ 904,952	\$ 924,488
Cumulative appreciation on permanently restricted net assets	582,272	404,623
Camp Spaulding	448,328	498,104
Camp Pavillion	290,427	298,676
Union Street	231,413	238,219
Child abuse prevention	154,658	96,432
Teen and youth	128,577	114,939
Teen center	91,839	101,673
Camp	49,194	52,483
Family counseling	42,438	29,455
Homecare	19,482	6,140
Child abuse treatment	<u>-</u>	<u>6,242</u>
Total	<u>\$ 2,943,580</u>	<u>\$ 2,771,474</u>

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At December 31, 2013 and 2012, permanently restricted net assets of \$3,121,389 and \$2,745,329, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2013 and 2012, permanently restricted net assets include \$1,872,875 and \$1,736,855, respectively, in investments held in perpetual trusts.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 13. LEASES

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year ending December 31,</u>	<u>Amount</u>
2014	\$ 101,601
2015	82,707
2016	82,707
2017	16,217
2018	<u>3,621</u>
Total	<u>\$ 286,853</u>

For the years ended December 31, 2013 and 2012, rent expense in connection with these leases was \$123,341 and \$123,117, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS

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

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

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

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

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2013	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,542,074	\$ 404,623	\$ 1,008,474	\$ 14,955,171
Investment return				
Investment income	359,232	37,226	-	396,458
Realized gain	394,834	40,923	-	435,757
Unrealized gain	<u>1,604,003</u>	<u>166,258</u>	<u>-</u>	<u>1,770,261</u>
Total investment return	2,358,069	244,407	-	2,602,476
Contribution	-	-	240,040	240,040
Appropriation of endowment assets:				
Spending rate	(694,226)	(66,758)	-	(760,984)
Additional from Board designated for fees	<u>(58,016)</u>	<u>-</u>	<u>-</u>	<u>(58,016)</u>
	<u>(752,242)</u>	<u>(66,758)</u>	<u>-</u>	<u>(819,000)</u>
Investments, end of year	<u>\$ 15,147,901</u>	<u>\$ 582,272</u>	<u>\$ 1,248,514</u>	<u>\$ 16,978,687</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 937,081	\$ -	\$ -	\$ 937,081
Board designated	14,210,820	-	-	14,210,820
Donor designated	<u>-</u>	<u>582,272</u>	<u>1,248,514</u>	<u>1,830,786</u>
Total	<u>\$ 15,147,901</u>	<u>\$ 582,272</u>	<u>\$ 1,248,514</u>	<u>\$ 16,978,687</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	284,371	26,281	-	310,652
Realized gain	93,735	8,663	-	102,398
Unrealized gain	<u>1,339,727</u>	<u>123,955</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,717,833	158,899	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(783,125)	(73,594)	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,078,081)</u>	<u>(73,594)</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>(24,400)</u>	<u>-</u>	<u>(24,400)</u>
Reclassification to comply with UPMIFA	<u>(82,106)</u>	<u>343,718</u>	<u>(261,612)</u>	<u>-</u>
Investments, end of year	<u>\$ 13,542,074</u>	<u>\$ 404,623</u>	<u>\$ 1,008,474</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,558,953	\$ -	\$ -	\$ 1,427,154
Board designated	11,983,121	-	-	12,114,920
Donor designated	<u>-</u>	<u>404,623</u>	<u>1,008,474</u>	<u>1,413,097</u>
Total	<u>\$ 13,542,074</u>	<u>\$ 404,623</u>	<u>\$ 1,008,474</u>	<u>\$ 14,955,171</u>

Note 15. PENSION PLAN

The Organization sponsored a defined contribution plan that covered all employees at day of hire and who were at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2013 and 2012.

Note 16. RISKS AND UNCERTAINTIES

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation (FDIC) insures the balances up to \$250,000 at each bank. At times during the year, funds carried in the Organization's accounts exceed FDIC limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk related to uninsured funds.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 16. RISKS AND UNCERTAINTIES (concluded)

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

Note 17. PRIOR PERIOD ADJUSTMENT

Endowment funds have been reclassified to reflect cumulative appropriations at the Organization's Board approved spending rate. The effect of this reclassification increased temporarily restricted net assets by \$343,718, decreased permanently restricted net assets by \$261,612 and decreased unrestricted net assets by \$82,106.

Note 18. SUBSEQUENT EVENTS

Child and Family Services of New Hampshire have evaluated subsequent events through March 19, 2014, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2013.

**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

INTERNAL CONTROL LETTER

DECEMBER 31, 2013



HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

March 19, 2014

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

In planning and performing our audit of the financial statements of Child and Family Services of New Hampshire (the "Organization") as of and for the year ended December 31, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis.

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

This communication is intended solely for the information and use of management, Board of Trustees, and others within the organization, and is not intended to be and should not be, used by anyone other than these specified parties.

HESSION & PARE, P.C.

**CHILD AND FAMILY SERVICES
OF NEW HAMPSHIRE**

FINANCIAL STATEMENTS

DECEMBER 31, 2012

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HESSION & PARE, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101
603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated statements of Child and Family Services of New Hampshire (a nonprofit organization), which comprise the statement of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

The Board of Trustees
Child and Family Services of New Hampshire

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2013, on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

March 20, 2013

Hession, Park, P.C.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF FINANCIAL POSITION

As of December 31, 2012 and 2011

ASSETS		
	<u>2012</u>	<u>2011</u>
Assets		
Cash and cash equivalents	\$ 255,465	\$ 203,538
Cash restricted for payment of long-term debt	30,000	25,000
Accounts receivable, less allowance for doubtful accounts of \$7,505 in 2012 and \$8,205 in 2011	949,727	980,874
Prepaid expenses	82,377	62,226
Deferred expenses	24,843	42,372
Bequest receivable	50,000	-
Beneficial interest in funds held by others	1,736,855	1,646,126
Property, plant and equipment, net	7,316,090	7,602,229
Investments	<u>14,955,171</u>	<u>14,095,239</u>
Total assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ -	\$ 124,535
Accounts payable	130,627	109,592
Accrued vacation	260,070	267,080
Accrued wages and related expenses	261,289	259,032
Annuities payable	1,487	2,612
Mark to market interest rate swap liability	1,558,953	1,660,401
Long-term debt	<u>5,432,682</u>	<u>5,552,679</u>
Total liabilities	<u>7,645,108</u>	<u>7,975,931</u>
Net assets		
Unrestricted	360,326	(16,618)
Designated by Board	12,114,920	11,391,434
Temporarily restricted	2,366,851	2,619,139
Permanently restricted	<u>2,913,323</u>	<u>2,687,718</u>
Total net assets	<u>17,755,420</u>	<u>16,681,673</u>
Total liabilities and net assets	<u>\$ 25,400,528</u>	<u>\$ 24,657,604</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 8,236,067	\$ -	\$ -	\$ 8,236,067
Contributions	267,930	-	159,275	427,205
Foundations and trusts	602,049	-	-	602,049
United Way	304,996	-	-	304,996
Special events (net of direct costs of \$103,656)	198,954	-	-	198,954
Net assets released from restriction for operating activities	276,688	(252,288)	(24,400)	-
Total public support	<u>9,886,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>9,769,271</u>
Revenue				
Program service fees	1,823,706	-	-	1,823,706
Endowment transfer to support operations	856,719	-	-	856,719
In-kind donations	147,429	-	-	147,429
Rents	15,207	-	-	15,207
Income from HEFA trust	8,410	-	-	8,410
Total other revenue	<u>2,851,471</u>	<u>-</u>	<u>-</u>	<u>2,851,471</u>
Total public support and revenue	<u>12,738,155</u>	<u>(252,288)</u>	<u>134,875</u>	<u>12,620,742</u>
Expenses				
Program services				
Family counseling	1,047,925	-	-	1,047,925
Teen and youth	1,900,608	-	-	1,900,608
Child abuse treatment	1,984,898	-	-	1,984,898
Child abuse prevention and family strengthening	3,270,527	-	-	3,270,527
Early intervention	403,047	-	-	403,047
Homecare	1,736,040	-	-	1,736,040
Residential services	556,649	-	-	556,649
Adoptions and pregnancy counseling	152,139	-	-	152,139
Child advocacy	129,760	-	-	129,760
Summer camp	274,385	-	-	274,385
Total program services	<u>11,455,978</u>	<u>-</u>	<u>-</u>	<u>11,455,978</u>
Supporting services				
Public relations and financial development	452,551	-	-	452,551
Management and general	798,942	-	-	798,942
Total supporting services	<u>1,251,493</u>	<u>-</u>	<u>-</u>	<u>1,251,493</u>
Total expenses	<u>12,707,471</u>	<u>-</u>	<u>-</u>	<u>12,707,471</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>30,684</u>	<u>(252,288)</u>	<u>134,875</u>	<u>(86,729)</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ 30,684	\$ (252,288)	\$ 134,875	\$ (86,729)
Non-operating gains and losses				
Investment gain reduced by the portion of cumulative net appreciation designated for current operations	968,298	-	-	968,298
Unrealized gain on mark to market interest rate swap	101,448	-	-	101,448
Change in beneficial interest in funds held by others	-	-	90,730	90,730
Increase (decrease) in net assets	1,100,430	(252,288)	225,605	1,073,747
Net assets, beginning of year	11,374,816	2,619,139	2,687,718	16,681,673
Net assets, end of year	<u>\$ 12,475,246</u>	<u>\$ 2,366,851</u>	<u>\$ 2,913,323</u>	<u>\$ 17,755,420</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue				
Public support				
Government and other grants and fees	\$ 7,986,444	\$ -	\$ -	\$ 7,986,444
Contributions	401,525	-	211,401	612,926
Foundations and trusts	589,090	-	-	589,090
United Way	343,962	-	-	343,962
Special events (net of direct costs of \$101,186)	159,211	-	-	159,211
Net assets released from restriction for operating activities	118,762	(118,762)	-	-
Total public support	<u>9,598,994</u>	<u>(118,762)</u>	<u>211,401</u>	<u>9,691,633</u>
Revenue				
Program service fees	1,673,422	-	-	1,673,422
Endowment transfer to support operations	663,354	-	-	663,354
In-kind donations	221,620	-	-	221,620
Rents	3,626	-	-	3,626
Income from HEFA trust	8,145	-	-	8,145
Total other revenue	<u>2,570,167</u>	<u>-</u>	<u>-</u>	<u>2,570,167</u>
Total public support and revenue	<u>12,169,161</u>	<u>(118,762)</u>	<u>211,401</u>	<u>12,261,800</u>
Expenses				
Program services				
Family counseling	1,117,703	-	-	1,117,703
Teen and youth	2,278,597	-	-	2,278,597
Child abuse treatment	1,644,015	-	-	1,644,015
Child abuse prevention and family strengthening	2,768,202	-	-	2,768,202
Early intervention	408,898	-	-	408,898
Homecare	1,539,865	-	-	1,539,865
Residential services	592,487	-	-	592,487
Adoptions and pregnancy counseling	216,263	-	-	216,263
Child advocacy	211,588	-	-	211,588
Summer camp	227,957	-	-	227,957
Total program services	<u>11,005,575</u>	<u>-</u>	<u>-</u>	<u>11,005,575</u>
Supporting services				
Public relations and financial development	427,405	-	-	427,405
Management and general	785,600	-	-	785,600
Total supporting services	<u>1,213,005</u>	<u>-</u>	<u>-</u>	<u>1,213,005</u>
Total expenses	<u>12,218,580</u>	<u>-</u>	<u>-</u>	<u>12,218,580</u>
Increase (decrease) in net assets before non-operating gains and losses	<u>(49,419)</u>	<u>(118,762)</u>	<u>211,401</u>	<u>43,220</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF ACTIVITIES (concluded)

Year Ended December 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Increase (decrease) in net assets before non-operating gains and losses	\$ (49,419)	\$ (118,762)	\$ 211,401	\$ 43,220
Non-operating gains and losses				
Investment loss reduced by the portion of cumulative net appreciation designated for current operations	(951,952)	-	-	(951,952)
Unrealized (loss) on mark to market interest rate swap	(748,755)	-	-	(748,755)
Change in beneficial interest in funds held by others	-	-	(130,908)	(130,908)
Increase (decrease) in net assets	(1,750,126)	(118,762)	80,493	(1,788,395)
Net assets, beginning of year	13,124,942	2,737,901	2,607,225	18,470,068
Net assets, end of year	<u>\$ 11,374,816</u>	<u>\$ 2,619,139</u>	<u>\$ 2,687,718</u>	<u>\$ 16,681,673</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENTS OF CASH FLOWS

Year Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities		
Change in net assets	\$ 1,073,747	\$ (1,788,395)
Adjustments to reconcile change to net cash provided (used) by operating activities		
Depreciation	369,616	373,667
Reinvested income	(310,652)	(392,867)
Realized (gain) on sale of investments	(102,398)	(356,631)
Unrealized (gain) loss on investments	(1,463,682)	976,443
Unrealized (gain) loss on mark to market interest rate swap	(101,448)	748,755
Amortization of NHHFA notes payable	18,426	17,382
(Increase) in restricted cash	(5,000)	-
(Increase) decrease in accounts receivable	31,147	(199,831)
(Increase) in prepaid expenses	(20,151)	(41,023)
(Increase) decrease in deferred expenses	17,529	(591)
(Increase) in bequest receivable	(50,000)	-
(Increase) decrease in beneficial interests in trusts	(90,729)	65,434
(Decrease) in deferred contract revenue	-	(74,919)
Increase (decrease) in accounts payable	21,035	(22,578)
Increase (decrease) in accrued vacation and expenses	(4,753)	23,578
Net cash (used in) operating activities	<u>(617,313)</u>	<u>(671,576)</u>
Cash flows used in investing activities		
Cash paid for land, buildings and equipment	<u>(83,477)</u>	<u>(75,122)</u>
Cash flows from financing activities		
Contribution restricted to endowment	(159,275)	(210,501)
Proceeds from appropriation of endowment	1,151,675	749,219
Proceeds from release of restricted endowment	24,400	-
Net cash advance (payment) on line of credit	(124,535)	124,535
Cash payments on long-term debt	(138,423)	(88,962)
Cash paid on annuity	(1,125)	(1,125)
Net cash provided by financing activities	<u>752,717</u>	<u>573,166</u>
Increase (decrease) increase in cash and cash equivalents	51,927	(173,532)
Cash and cash equivalents, beginning of year	<u>203,538</u>	<u>377,070</u>
Cash and cash equivalents, end of year	<u>\$ 255,465</u>	<u>\$ 203,538</u>
Supplemental disclosure of cash flow information		
Interest paid in cash	<u>\$ 332,900</u>	<u>\$ 337,341</u>
Amortization of 2007 NHHFA note payable	<u>\$ 9,786</u>	<u>\$ 9,232</u>
Amortization of 2005 NHHFA note payable	<u>\$ 8,640</u>	<u>\$ 8,150</u>

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2012

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 635,022	\$ 980,976	\$ 1,018,969	\$ 1,850,539	\$ 223,647	\$ 1,263,462	\$ 324,070	\$ 86,153	\$ 90,880	\$ 90,924	\$ 226,793	\$ 567,760	\$ 7,359,195
Employee benefits	62,019	154,674	109,230	215,323	38,382	55,487	55,452	19,627	8,535	6,471	30,140	64,858	820,198
Payroll related costs	65,661	98,404	106,101	204,609	21,182	142,134	35,232	7,405	7,506	11,192	18,632	45,821	763,879
Assistance to individuals	29,206	177,457	72,615	214,692	11	4,578	18,265	730	2	49,812	95,100	4	662,472
Travel and transportation	24,096	52,934	79,841	388,858	20,320	50,256	10,100	2,666	758	4,451	3,446	186	637,912
Professional fees	81,389	60,976	161,099	24,117	46,216	17,640	19,001	9,972	376	20,588	9,412	29,116	479,902
Occupancy	43,459	82,619	43,816	118,572	10,716	39,261	19,245	4,149	2,496	41,108	8,430	3,778	417,649
Interest	32,624	56,590	111,426	53,916	12,732	56,106	16,575	4,685	4,176	8,299	-	2,264	359,393
Communications	15,213	41,282	30,509	61,441	7,981	17,712	7,302	5,184	2,429	4,463	13,447	1,649	208,612
Rental and equipment maintenance	8,342	19,195	30,641	13,277	2,474	3,117	4,175	2,257	1,180	2,842	357	36,211	124,068
Supplies	3,968	23,377	6,917	17,635	1,275	8,731	8,046	677	390	9,948	3,212	3,977	88,153
Printing and publications	3,745	2,365	8,812	18,551	1,070	5,753	600	2,111	1,522	4,884	34,547	1,233	85,193
Insurance	4,211	11,741	9,200	15,874	2,367	6,979	4,264	790	535	544	1,679	5,442	63,626
Miscellaneous	3,304	8,353	10,688	6,862	1,499	12,628	2,903	251	308	1,377	1,687	2,921	52,781
Conferences and meetings	2,858	9,334	12,963	5,721	672	913	2,105	246	3,280	4,027	2,986	6,835	51,940
Membership dues	332	1,507	2,737	1,865	269	941	1,972	86	1,146	152	1,015	3,431	15,453
Total expenses before depreciation and in-kind donations	1,015,449	1,781,784	1,815,564	3,211,852	390,813	1,685,698	529,307	146,989	125,519	261,082	450,883	775,486	12,190,426
Depreciation	32,476	58,623	103,499	51,970	12,234	50,342	21,530	5,150	4,241	11,377	-	18,174	369,616
In-kind donations	-	60,201	65,835	6,705	-	-	5,812	-	-	1,926	1,668	5,282	147,429
Total functional expenses	\$ 1,047,925	\$ 1,900,608	\$ 1,984,898	\$ 3,270,527	\$ 403,047	\$ 1,736,040	\$ 556,649	\$ 152,139	\$ 129,760	\$ 274,385	\$ 452,551	\$ 798,942	\$ 12,707,471

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended December 31, 2011

	Family Counseling	Teen and Youth	Child Abuse Treatment	Child Abuse Prevention and Family Strengthening	Early Intervention	Homecare	Residential Services	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Financial Development	Management and General	Total
Salaries	\$ 658,368	\$ 1,212,882	\$ 918,542	\$ 1,453,036	\$ 235,855	\$ 1,131,447	\$ 341,041	\$ 122,574	\$ 119,515	\$ 73,392	\$ 225,280	\$ 544,150	\$ 7,036,082
Employee benefits	71,353	201,785	97,008	180,527	45,324	54,955	51,572	26,090	16,462	4,077	29,095	51,451	829,699
Assistance to individuals	36,252	198,916	77,431	198,213	(5)	11,333	34,632	10,680	(3)	36,982	72,465	-	676,896
Payroll related costs	62,571	112,312	84,241	142,947	20,673	11,478	31,378	10,001	10,248	6,416	18,495	38,514	649,274
Travel and transportation	37,610	59,117	60,798	301,668	21,259	38,296	10,903	3,699	4,773	6,372	2,914	591	548,000
Professional fees	97,102	59,390	76,426	40,191	31,700	19,304	21,431	9,121	26,899	15,237	13,172	36,872	446,845
Occupancy	28,251	80,945	52,194	95,526	9,646	27,681	22,510	5,020	3,327	49,799	7,849	25,537	408,285
Interest	35,501	74,595	95,914	51,737	13,548	50,508	18,107	7,072	7,070	7,062	17,668	2,193	363,307
Communications	16,346	45,197	28,859	59,657	7,557	16,838	8,008	6,058	3,511	3,867	17,668	2,521	216,087
Rental and equipment maintenance	8,031	17,378	11,256	11,149	3,971	3,054	6,214	2,993	1,137	1,553	3,169	30,605	97,341
Supplies	6,222	26,186	14,747	14,253	2,018	7,100	8,020	1,076	622	2,509	3,152	6,971	92,893
Printing and publications	10,786	2,288	9,653	4,365	1,266	9,917	2,991	(10)	852	4,542	31,523	1,223	79,396
Conferences and meetings	6,663	13,428	10,227	5,248	673	691	1,634	2,432	1,782	3,307	2,266	12,221	60,572
Insurance	4,565	11,771	6,952	14,575	1,286	4,831	4,434	918	640	376	1,274	4,609	56,231
Miscellaneous	1,448	4,631	6,518	10,690	769	5,105	1,624	1,119	6,684	680	831	2,291	42,390
Membership dues	658	3,474	1,666	3,033	217	931	1,778	160	1,161	277	1,392	5,248	19,995
Total expenses before depreciation and in-kind donations	1,081,727	2,124,295	1,552,432	2,586,815	395,757	1,493,469	566,277	209,003	204,680	216,448	427,393	764,997	11,623,293
Depreciation	35,387	75,066	91,082	50,671	13,141	46,396	21,419	7,260	6,908	10,307	-	16,030	373,667
In-kind donations	589	79,236	501	130,716	-	-	4,791	-	-	1,202	12	4,573	221,620
Total functional expenses	\$ 1,117,703	\$ 2,278,597	\$ 1,644,015	\$ 2,768,202	\$ 408,898	\$ 1,539,865	\$ 592,487	\$ 216,263	\$ 211,588	\$ 227,957	\$ 427,405	\$ 785,600	\$ 12,218,580

See notes to financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF ACTIVITIES

Child and Family Services of New Hampshire (the "Organization") operates as a voluntary, non-sectarian, non-profit organization located throughout the State of New Hampshire providing direct social services for families and children. The Organization's major source of revenue is derived from government and other grant income.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis and in accordance with the Not-for-Profit Entities Topic of the FASB Accounting Standards Codification (ASC) 958-205 and subsections.

This Topic establishes standards for general-purpose external financial statements of not-for-profit organizations, including a statement of financial position, a statement of activities and a statement of cash flows. This Topic further requires classification of net assets and its revenues, expenses, gains and losses into three categories, based on the existence or absence of externally imposed restrictions. The categories, unrestricted, temporarily restricted and permanently restricted net assets are defined as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted – Net assets whose use is limited by law or donor-imposed stipulations that will either expire with the passage of time or be fulfilled by actions of the Organization. It also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently Restricted – Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes. Permanent restricted net assets also include the fair value of the Organization's beneficial interest in funds held by others.

Principles of consolidation

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income taxes

The Organization applied for and has been granted recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986. Section 501(c)(3) of the Code provides for the exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholders or individuals. The Organization had no unrelated business income at December 31, 2012 and 2011. Accordingly, no provision for income taxes has been recorded. The income tax filings for the tax years before 2008 are no longer subject to examination by federal and state taxing authorities.

Cash and cash equivalents

For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Cash restricted for payment of long-term debt

Per the terms of the Series 2007 Bond, which included a refinancing of Series 1999 debt, the Organization deposited \$1,056,089 at December 31, 2008 to an escrow fund in order to pay off the Series 1999 Bonds. This payment took place during January 2009. At December 31, 2012 and 2011, the balance of this escrow fund was \$30,000.

Bond refinance costs

The Series 2007 bond was refinanced in 2009. Loan costs of \$39,250 associated with the refinancing are being amortized over the initial five year term of the agreement.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts receivable and revenue

Accounts receivable is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for doubtful accounts

The Organization provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Organization's estimate is based on historical collection experience and a review of the current status of accounts receivable. It is reasonably possible that the Organization's estimate of the allowance for doubtful accounts will change. At December 31, 2012 and 2011, accounts receivable are presented net of an allowance for doubtful accounts of \$7,505 and \$8,205, respectively.

Property, plant and equipment

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value on the date received. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Major additions and improvements of \$1,000 or more are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statement of activities.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property, plant and equipment (concluded)

Depreciation is computed using the straight-line method over the following estimated useful lives:

Buildings and improvements	15-50 years
Furniture and equipment	5-10 years
Leasehold improvements	10 years
Vehicles	5 years

Investments

The Organization accounts for investments in accordance with FASB ASC 958-320 and subsections. This standard requires that investments with readily determinable values and all investments in debt securities are stated at their fair values in the statement of financial position. Investments without readily determinable fair values are stated at cost. Unrealized gains and losses are included in the change in net assets in the accompanying statements of activities. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe these declines are other-than-temporary.

Annuities

Certain gifts require that the Organization pay the donor a predetermined amount during the donor's lifetime. Such gifts are recorded as revenue when received and the present value of the future amount payable is credited to a liability account. Periodically, an adjustment is made to annuities payable to record the actuarial income or expense due to the computation of the liability based upon the revised life expectancies.

Contributions and grants

In accordance with the Not-for-Profit Entities Topic of the ASC 958-605 and subsections, contributions and grants received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence and/or nature of any donor/grantor restrictions. Contributions and grants restricted for a specific purpose are reported as temporarily restricted support and are then reclassified to unrestricted net assets upon satisfaction of those restrictions. If the restrictions on contributions and grants are satisfied in the same fiscal period in which they are received, then management has elected to classify them as unrestricted for reporting purposes.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

Donated materials and services

Donated materials and equipment are reflected in the accompanying statements at their estimated fair values at date of receipt. A substantial number of volunteers have donated significant amounts of time to Child and Family Services of New Hampshire program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Note 3. FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority.

Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices.

Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority.

The Organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 4. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following:

	<u>2012</u>	<u>2011</u>
Grants receivable	\$ 697,348	\$ 659,227
Fees for services	<u>259,884</u>	<u>329,852</u>
	957,232	989,079
Less allowance for uncollectible accounts	<u>(7,505)</u>	<u>(8,205)</u>
Total	<u>\$ 949,727</u>	<u>\$ 980,874</u>

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS

The Organization is the sole beneficiary of three funds that are established at the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors; however, the Organization has received distributions from the funds of an amount equal to approximately 5% of the average market value of the fund over the last five years. Excess earnings, if any, are reinvested.

At December 31, 2012 and 2011, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$751,523 and \$706,317, respectively. The Organization received \$30,214 and \$32,695 from the funds in 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 5. BENEFICIAL INTEREST IN FUNDS HELD BY OTHERS (concluded)

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2012</u>	<u>2011</u>
Greenleaf	100%	\$ 382,039	\$ 362,040
Spaulding	100%	329,237	312,453
Cogswell	50%	<u>274,056</u>	<u>265,316</u>
Total		<u>\$ 985,332</u>	<u>\$ 939,809</u>

Income distributed by these trusts was \$43,342 and \$40,002 in 2012 and 2011, respectively.

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 3, the valuation technique used by the Organization is a level 3 measure because there are no observable market transactions.

Changes in fair value of assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following:

	<u>Beneficial Interest in Funds Held by Others</u>
Balance at December 31, 2010	\$ 1,711,560
Contribution	65,474
Change in value of beneficial interest	<u>(130,908)</u>
Balance at December 31, 2011	1,646,126
Change in value of beneficial interest	<u>90,729</u>
Balance at December 31, 2012	<u>\$ 1,736,855</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>2012</u>	<u>2011</u>
Land	\$ 1,144,949	\$ 1,144,949
Buildings and improvements	8,540,136	8,504,704
Furniture and equipment	1,864,695	1,855,844
Vehicles	128,606	163,794
Leasehold improvements	66,783	66,783
Software	168,608	147,015
	<u>11,913,777</u>	<u>11,883,089</u>
Less accumulated depreciation	<u>(4,597,687)</u>	<u>(4,280,860)</u>
Property, plant and equipment, net	<u>\$ 7,316,090</u>	<u>\$ 7,602,229</u>

Note 7. INVESTMENTS

Investments consist of the following:

	<u>2012</u>		<u>2011</u>	
	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>
Domestic equities	\$ 5,378,589	\$ 6,563,094	\$ 5,410,122	\$ 5,864,679
International equities	3,858,629	3,891,869	3,794,526	3,278,319
Fixed income securities	1,988,704	2,207,774	2,422,615	2,632,737
Inflation hedging	1,768,387	1,883,898	2,221,542	2,038,106
Cash and equivalents	<u>408,536</u>	<u>408,536</u>	<u>281,398</u>	<u>281,398</u>
Total	<u>\$ 13,402,845</u>	<u>\$ 14,955,171</u>	<u>\$ 14,130,203</u>	<u>\$ 14,095,239</u>

Under the terms of a line of credit agreement with a bank, the Organization has agreed not to pledge these assets as security on any other debt.

During 2009, the Organization requested a full redemption of its investment in the limited partnership. The limited partnership acknowledged receipt of the request, but noted that redemptions from the fund were suspended as of the year ended December 31, 2009. During 2010, the limited partnership had formally notified the Organization that all outstanding redemption requests will be honored pro rata based on the redeeming investors' total investment in the Fund relative to the total of all redeeming investors' investment in the Fund. The amount redeemed for the year ended December 31, 2012 and 2011 was \$233,349 and \$689,085, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (continued)

Investment return is summarized as follows:

	<u>2012</u>	<u>2011</u>
Interest and dividend income	\$ 310,652	\$ 392,867
Net realized and unrealized gain (loss)	<u>1,566,080</u>	<u>(619,812)</u>
Total investment gain (loss)	<u>\$ 1,876,732</u>	<u>\$ (226,945)</u>

Expenses relating to investment revenues, including management fees amounted to \$88,028 and \$100,173 for the years ended December 31, 2012 and 2011, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2012 was 6% of the average fair market value of all investments over the previous twelve quarters. The income recognized during the years ended December 31, 2012 and 2011 was \$856,719 and 663,354, respectively. The cash transferred to operations from investments during the years ended December 31, 2012 and 2011 was \$1,125,000 and \$680,000, respectively.

As discussed in Note 3 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of December 31, 2012. Level 2 is for investments measured using inputs such as quoted market prices for similar assets. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 7. INVESTMENTS (concluded)

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Foundation's marketable securities as follows:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
December 31, 2012				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 6,563,094	\$ 6,563,094	\$ -	\$ -
International equities	3,891,869	3,891,869	-	-
Fixed income securities	2,207,774	-	2,207,774	-
Inflation hedging	<u>1,883,898</u>	<u>1,883,898</u>	<u>-</u>	<u>-</u>
Total marketable securities	<u>\$ 14,546,635</u>	<u>\$ 12,338,861</u>	<u>\$ 2,207,774</u>	<u>\$ -</u>
December 31, 2011				
Value on a recurring basis				
Marketable securities				
Domestic equities	\$ 5,864,679	\$ 5,864,679	\$ -	\$ -
International equities	3,278,319	3,278,319	-	-
Fixed income securities	2,632,737	-	2,632,737	-
Inflation hedging	<u>2,038,106</u>	<u>1,806,025</u>	<u>-</u>	<u>232,081</u>
Total marketable securities	<u>\$ 13,813,841</u>	<u>\$ 10,949,023</u>	<u>\$ 2,632,737</u>	<u>\$ 232,081</u>

Note 8. LINE OF CREDIT

The Organization has available a \$1,500,000 revolving line of credit agreement with Citizens Bank. The line of credit expires on June 30, 2013, unless extended. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2012), adjusted at each change in the index. At December 31, 2012, there was no balance due on the line of credit.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

	<u>2012</u>	<u>2011</u>
Obligation payable, original amount \$5,540,000, in monthly sinking fund installments, through January 1, 2038, plus fixed interest at 3.915% per annum paid to a counterparty to a swap agreement, plus variable rate interest paid to bondholders, minus variable rate interest received from the counterparty to a swap agreement. The debt is secured by the Organization's investments and gross receipts. In July 2009, the Organization converted this obligation to a bank purchase mode. Reference is made to Note 11.	\$ 5,075,000	\$ 5,185,000
Capital lease payable in monthly installments of \$4,036 including interest at 7.35%, through January 2012. The lease was for a phone system.	-	2,993
Capital lease payable in monthly installments of \$1,573 including interest at 2.92%, through October 2014. The lease is for a phone system.	32,169	49,828
Capital lease payable in monthly installments of \$777 through October 2012. The lease is for equipment.	-	7,771
Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Dover, New Hampshire.	152,628	143,988

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest and is due in 30 years. Accordingly, the note has been recorded at its present value with interest imputed at 6.0%. The note is secured by real estate located in Manchester, New Hampshire.

	<u>172,885</u>	<u>163,099</u>
Total	5,432,682	5,552,679
Less current maturities	<u>(133,093)</u>	<u>(138,336)</u>
Long-term debt	<u>\$ 5,299,589</u>	<u>\$ 5,414,343</u>

Future maturities of long-term debt are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2013	\$ 133,093
2014	129,162
2015	120,000
2016	130,000
2017	135,000
Thereafter	<u>4,785,427</u>
Total	<u>\$ 5,432,682</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS

During 2007, the New Hampshire Health and Education Facilities Authorities (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty, a fixed rate of 3.915%, in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one-month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2012 and 2011 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the statement of financial position, and annual changes, if any, in the fair value of the swap in the statement of activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the statement of activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statement of activities) if interest rates decrease below those in effect on the date the swap was entered into which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. The Organization recorded the swap liability position of approximately \$1,558,953 and \$1,660,401 at December 31, 2012 and 2011, respectively.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expires on July 31, 2014; however, the expiration date may be extended by the Counterparty and the Organization has the option to convert back to the weekly rate mode.

The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2012, the Organization was in compliance with these covenants.

Note 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services:

	<u>2012</u>	<u>2011</u>
Deferred loan interest	\$ 924,488	\$ 942,912
Camp Spaulding	498,104	547,880
Camp Pavillion	298,676	306,925
Union Street	238,219	245,025
Teen and youth	114,939	226,649
Teen center	101,673	111,507
Child abuse prevention	96,432	106,979
Camp	52,483	42,353
Family counseling	29,455	8,620
Child abuse treatment	6,242	50,000
Homecare	<u>6,140</u>	<u>30,289</u>
Total	<u>\$ 2,366,851</u>	<u>\$ 2,619,139</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 12. PERMANENTLY RESTRICTED NET ASSETS

At December 31, 2012 and 2011, permanently restricted net assets of \$2,913,323 and \$2,687,718, respectively, are restricted to investments in perpetuity and for which income earned is expendable to support operations subject to certain restrictions. At December 31, 2012 and 2011, permanently restricted net assets include \$985,332 and \$939,809, respectively, in investments held in perpetual trusts.

Note 13. LEASES

The Organization leases office and counseling space located in various New Hampshire communities.

Future minimum lease payments due under these leases are as follows:

<u>Year Ending</u>	<u>Amount</u>
2013	\$ 96,378
2014	63,383
2015	63,383
2016	63,383
2017	14,383
Thereafter	<u>3,437</u>
Total	<u>\$ 304,347</u>

For the years ended December 31, 2012 and 2011, rent expense in connection with these leases was \$123,117 and \$100,461, respectively. The Organization also leases office and counseling space in New Hampshire on a tenant-at-will basis.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS

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

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

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

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

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (continued)

December 31, 2012	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 12,984,428	\$ -	\$ 1,110,811	\$ 14,095,239
Investment return				
Investment income	310,652	-	-	310,652
Realized gain	102,398	-	-	102,398
Unrealized gain	<u>1,463,682</u>	<u>-</u>	<u>-</u>	<u>1,463,682</u>
Total investment return	1,876,732	-	-	1,876,732
Contribution	-	-	159,275	159,275
Appropriation of endowment assets:				
Spending rate	(856,719)	-	-	(856,719)
Additional from Board designated funds	<u>(294,956)</u>	<u>-</u>	<u>-</u>	<u>(294,956)</u>
	<u>(1,151,675)</u>	<u>-</u>	<u>-</u>	<u>(1,151,675)</u>
Release of restriction	<u>-</u>	<u>-</u>	<u>(24,400)</u>	<u>(24,400)</u>
Investments, end of year	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,594,565	\$ -	\$ -	\$ 1,663,784
Board designated	12,114,920	-	-	12,114,920
Donor designated	<u>-</u>	<u>-</u>	<u>1,245,686</u>	<u>1,176,467</u>
Total	<u>\$ 13,709,485</u>	<u>\$ -</u>	<u>\$ 1,245,686</u>	<u>\$ 14,955,171</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT FUND ASSETS (concluded)

December 31, 2011	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Investments, beginning of year	\$ 13,965,237	\$ -	\$ 895,665	\$ 14,860,902
Investment return				
Investment income	392,867	-	-	392,867
Realized gain	356,631	-	-	356,631
Unrealized gain	<u>(976,443)</u>	<u>-</u>	<u>-</u>	<u>(976,443)</u>
Total investment return	(226,945)	-	-	(226,945)
Contribution	-	-	211,401	211,401
Appropriation of endowment assets:				
Spending rate	(663,354)	-	-	(663,354)
Additional from Board designated funds	<u>(86,765)</u>	<u>-</u>	<u>-</u>	<u>(86,765)</u>
	<u>(750,119)</u>	<u>-</u>	<u>-</u>	<u>(750,119)</u>
Transfer of funds	<u>(3,745)</u>	<u>-</u>	<u>3,745</u>	<u>-</u>
Investments, end of year	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

Investment Net Asset Composition by Fund Type:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Undesignated	\$ 1,592,994	\$ -	\$ -	\$ 1,662,213
Board designated	11,391,434	-	-	11,391,434
Donor designated	<u>-</u>	<u>-</u>	<u>1,110,811</u>	<u>1,041,592</u>
Total	<u>\$ 12,984,428</u>	<u>\$ -</u>	<u>\$ 1,110,811</u>	<u>\$ 14,095,239</u>

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

NOTES TO FINANCIAL STATEMENTS

Note 15. PENSION PLAN

The Organization sponsored a defined contribution plan that covered all employees at day of hire and was at least twenty-one years of age. A pre-tax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2012 and 2011.

Note 16. RECLASSIFICATION

Certain 2011 amounts have been reclassified to conform to 2012 classification. These reclassifications had no effect on the increase in net assets for 2011.

Note 17. RISKS AND UNCERTAINTIES

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

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of checking and money market accounts in one financial institution. The Federal Deposit Insurance Corporation insures the balances up to \$250,000 at each bank. As of December 31, 2012, the Organization's accounts exceeded federally insured limits by \$72,636.

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

Note 18. SUBSEQUENT EVENTS

Child and Family Services of New Hampshire has evaluated subsequent events through March 20, 2013, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended December 31, 2012.



Child and Family Services

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

BOARD POSITION	FNAME	LNAME	Length of Service	Term Ending Date	Regional Board Position
Board Asst. Secretary, CEO	Borja	Alvarez de Toledo			President/CEO
Board Governance Committee	Suzanne	Boulter	1.5 Yrs	2018	
Board Governance Committee	Elaine	Brody	23 Yrs	2014	
Chair, Finance Committee, Treasurer	William	Conrad	15 yrs	2016	
Chair, Board Governance Committee, Executive Committee	Gail	Garceau	8 Yrs	2017	Chair, Governance Committee
Chair, Board Development Committee	Lou	Kaucic	2 Yrs	2018	
Board Secretary, Chair, Advocacy Committee	Bradford	Kuster	18 Yrs	2019	
Board Development Committee	Peggy	Lambert	8 Yrs	2017	
Board Finance Committee	Kirk	Leoni	1 Yr	2018	
Board Chair, Executive Committee	Marilyn	Mahoney	11 Yrs	2014	
Advocacy Committee	Willard "Bud"	Martin	3 Yrs	2016	
Board Governance Committee	Samantha	Pause	2 Yrs	2018	
Board Finance Committee	Kenneth	Sheldon	1 Yr	2018	
Board 2nd Vice Chair, Executive Committee	Lynne	Stahler	16 Yrs	2015	
Board 1st Vice Chair, Executive Committee	Kerry	Uhler	14 Yrs	2017	

CHERYL (CHERIE) A. Bammarito
464 Chestnut St
Manchester NH 03105

EDUCATION

Notre Dame College, M.Ed., School Counseling, 1992

Plymouth State College, MBA, Marketing Concentration, 1989

Saint Anselm College, BA, Psychology, French Minor, 1983

EMPLOYMENT HISTORY

July 2008 – Present	Program Manager Healthy Families Program Parenting Plus Program Fetal Alcohol Spectrum Disorder Prevention Program	Child and Family Services Manchester, NH
July 2006 – July 2008	Program Supervisor Healthy Families Program	Child and Family Services Manchester, NH
July 2004 – July 2006	Home Visitor Healthy Families Program	Child and Family Services Manchester, NH
Feb. 2003 – July 2004	Single Family Specialist Home of Your Own Program	The Loan Fund Concord, NH
Feb. 1994 – Feb. 2003	Social Worker The OUR PLACE Program	NH Catholic Charities Manchester, NH
Aug. 1987 – Feb. 1994	Assistant Director Admissions Office	Notre Dame College Manchester, NH
Sept. 1992 – Feb. 1994	Part Time Adjunct Faculty Psychology and Business Departments	Notre Dame College Manchester, NH
Aug. 1983 – Aug. 1987	Coordinator of Support Services Admissions Office	Saint Anselm College Manchester, NH

REFERENCES AVAILABLE UPON REQUEST

*JoAnn L. Cobb
Child and Family Services
464 Chestnut St
Manchester NH 03105*

EDUCATION AND LICENSURE

LICSW, NH. License #631

MSSW, August 1992: Springfield College, School of Human Services, Springfield MA.

BA, Psychology, 1987: University of Lowell, Lowell MA.

EMPLOYMENT HISTORY

Feb. 2002- Present:	Program Director Healthy Families Program, Early Supports & Services Program Parenting Plus Program Parent Aide Program Partners In Health Program Fetal Alcohol Spectrum Disorder Prevention Program Continue to provide clinical services in Family Counseling Program	Child and Family Services Manchester, NH
June 2001-Feb. 2002:	Program Coordinator Healthy Families Program	Child and Family Services Manchester, NH
Jan. 1997 to June 2001:	Clinical Social Worker Family Counseling Program	Child and Family Services Manchester, NH
Jan. 1995 to Jan. 1997:	Clinical Social Worker Infant/Toddler Program	Child and Family Services Exeter, NH
April 1992 to Jan. 1995:	Social Worker Crisis Care Program	Child and Family Services Manchester, NH
Feb. 1990 to March 1992:	Teen Counselor Pregnant/Parenting Program	Healthworks Haverhill, MA

MEMBERSHIP

**NH Association for Infant Mental Health
Spark NH board member (Early Childhood Council)
Collaborative Law Alliance of NH**

Borja Alvarez de Toledo, M.Ed.

Child and Family Services
alvarezdetoledob@cfsnh.org
518-4000

Professional Profile

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

Professional Experience

Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

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

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

464 Chestnut St, Manchester NH 03105, gagnonm@cfsnh.org

PROFILE

Motivated, confident professional with 15 years of NH non-profit experience. Demonstrated success in non-profit agency operations, staff supervision, strategic planning, fundraising and board development. Success working collaboratively across disciplines and within communities to reach mutual goals. Strategic thinker who uses data to drive work. Collaborative, democratic management style. Relationships with local and national funders including the New Hampshire Charitable Foundation, Endowment for Health, United Way, Open Society Institute and the Robert Wood Johnson Foundation. Relationships with Fortune 500 and other donor companies.

SKILLS SUMMARY

~Project Management	~Non-Profit Operations	~Strategic Planning
~Project Evaluation	~Budget Development	~Staff Recruitment
~Data to Manage	~Local/Federal Grant Writing	~Staff supervision

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)
Senior Vice President, Chief Operating Officer

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

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

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

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

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

ADDITIONAL PROFESSIONAL EXPERIENCE

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

Director of Operations and Program Development/Clinical Social Worker

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

Adjunct Faculty, Communications Department Grant Writing Skills

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

EDUCATION

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

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

ANTHONY F. CHEEK, JR.

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

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

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

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

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

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

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

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

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

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

Assistant Controller (2/96-3/98)

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

11/87 - 2/96

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

Controller/General Manager

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

EDUCATION:

1986

Bachelor of Science in Business Administration

University of New Hampshire, Durham, NH

COMPUTER SKILLS:

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

Child and Family Services of New Hampshire

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryl Bammarito	Program Manager	\$43,950	15%	\$6,953
JoAnn Cobb	Program Director	\$62,899	10%	\$6,290
Borja Alvarez de Toledo	CEO	\$150,010	0	0
Maria Gagnon	COO	\$94,994	0	0
Anthony Cheek	CFO	\$92,914	0	0

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Children Unlimited, Inc.		1.4 Contractor Address 182 West Main Street PO Box 986 Conway NH 03818	
1.5 Contractor Phone Number (603) 447-6356	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Children Unlimited, Inc.</i> <i>Jackie Sparks</i>		1.12 Name and Title of Contractor Signatory <i>Jackie Sparks, Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>5/13/14</u> before me, the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person identified 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 <i>Linda A. Wise</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>MARY Ann Cooney</i> <i>Associate Commissioner</i>	

JMS
5/13/14

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: 	On: 6-3-4
1.18 Approval by the Governor and Executive Council	
By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

JMS
5/13/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 7:30 a.m.-5:30 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Assist families with paperwork required for Medicaid or private health insurance enrollment;
 - 1.1.2.2 Refer and/or accompany families to the DHHS office;
 - 1.1.2.3 Assist families with applying for insurance online during home visits.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will;
 - 1.1.3.1 Refer families or contract Child Care Aware NH when families are looking for a child care or preschool program.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will;
 - 1.1.4.1 Ensure all children 5.5 years of age and younger, who are part of a family that is eligible for Comprehensive Family Support Services is screened using the ASQ-3 and the ASQ-SE;
 - 1.1.4.1.1 Results from the ASQ's are sent to the child's Primary Care Physician and referrals are made to the Family Centered Early Support Services Program.
 - 1.1.4.2 Refer children ages 3-5.5 to the local school district for their Child Find screening process or their full special education evaluation, if needed.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Screen all families for domestic violence using The Relationship Assessment Tool;
 - 1.1.5.2 Refer families to and consult with staff at "Starting Point".
 - 1.1.6 Family centered early childhood programs;
 - 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Use the Bright Futures Guidelines and ASQ Questionnaires to show a family where their child is developmentally;
 - 1.1.7.2 Suggest activities associated with Parents As Teachers curriculum during home visits.
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:

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- 1.1.8.1 Refer families for child early intervention services to the Family Centered Early Supports and Services Program at Children Unlimited, Inc. or at Northern Human Services.
- 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Assist families to ensure they have a Primary Care Provider including a well-child clinic;
 - 1.1.9.2 Interact with Primary Care Providers concerning updates or notifications with regard to shared clients.
- 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Mentor families on a regular basis;
 - 1.1.10.2 Serve in advocacy roles for families concerning basic needs, housing, child's educational process and getting mental health services;
 - 1.1.10.3 Arrange advocates for clients when needed.
- 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
- 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Work on goals and strategies to help both parents and youth care for themselves and their families during home visits;
 - 1.1.12.2 Refer young parents to the TRAILS program;
 - 1.1.12.3 Provide information on the Appalachian Mountain Teen Project for the teenage population.
- 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Help families develop goals and objectives that will help them find success in the work force;
 - 1.1.13.2 Refer families and coordinate meetings with:
 - 1.1.13.2.1 NH Employment;
 - 1.1.13.2.2 Temporary Assistance for Needy Families; or
 - 1.1.13.2.3 Other job training programs.
- 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Discuss the following topics during home visits:
 - 1.1.14.1.1 Healthy relationships;
 - 1.1.14.1.2 Self-advocacy;
 - 1.1.14.1.3 Healthy life styles.
 - 1.1.14.2 Use Positive Behavior Intervention and Support behavioral model for families with children displaying behavioral issues;
 - 1.1.14.3 Recommend families use 123 Magic for the youngest children in the household.
- 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Evaluate families enrolled in the program and make accommodations in the written materials that are given to them;
 - 1.1.15.2 Refer families to the adult literacy program at one of the public libraries;
 - 1.1.15.3 Work closely with the Family Centered Early Supports and Services for suggestions for books that the parent and child can share;

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- 1.1.15.4 Use Preventive Child Care Funds to place a child in an appropriate child care or early education program if they are not being well stimulated developmentally at home.
- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule;
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Refer any family member that needs a mental health professional to Northern Human Services Mental Health Centers;
 - 1.1.17.2 Conduct pre-natal and post-partum validated screening for depression for parents who are pregnant during home visits;
 - 1.1.17.2.1 Continue to closely monitor or refer to Northern Human Services Mental Health Centers.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Encourage all families involved in the program to have regular dental child-ups once the child turns one year old;
 - 1.1.18.2 Assist families in finding affordable oral health care;
 - 1.1.18.3 Refer families with are uninsured and under-insured to White Mountain Community Health Center's dental clinic.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Assist families in identifying and contacting other health or social service agencies for the services they need;
 - 1.1.19.2 Refer eligible families to "small blue bus" which offers a very limited route for public transportation.
 - 1.1.19.3 Enlist the support of other agencies for volunteer drivers.
- 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Offer a series of parent education classes 3-4 times per year using the Parent As Teachers curriculum;
 - 1.1.20.1.1 Provide child care during the classes.
 - 1.1.20.2 Provide short term classes for topics such as:
 - 1.1.20.2.1 Fathers as Caretakers;
 - 1.1.20.2.2 Co-Parenting;
 - 1.1.20.2.3 Grandparents/Relatives as Caregivers.
- 1.1.21 Parents As Teachers home visiting curriculum;
- 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Screen all families enrolled in the Comprehensive Family Support Services Program for their smoking status using the 2 A's and R method;
 - 1.1.22.2 Monitor smoking families closely both for themselves and children's exposure to second-hand smoke;
 - 1.1.22.3 Encourage families to use the NH Quit Line;
 - 1.1.22.4 Refer families ready to quit smoking to Quitworks NH or to hospitals that offer smoking cessation programs.

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- 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Screen families regularly for substance use and abuse;
 - 1.1.23.2 Provide resources and education information to families;
 - 1.1.23.3 Refer families to therapists who specialize in alcohol and drug addiction as needed;
 - 1.1.23.4 Refer families to Alcoholics Anonymous and Narcotic Anonymous support groups.
- 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Use trauma informed therapy as one therapeutic methodology for children 8 years of age and younger;
 - 1.1.24.2 Refer adults to trauma informed therapist as the Community Mental Health Centers or to private practice therapists.
- 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Inform families about the WIC program during home visits if not familiar with the program;
 - 1.1.25.2 Refer adults and families whose children are out of WIC age to one of the several food pantries throughout Carroll County.
- 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Maintain community relationships that provide services for family needs;
 - 1.2.2 Provide literature, brochures and lists of community services and resources to families during home visits;
 - 1.2.3 Offer assistance to families for contacting outside agencies.
- 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Offer early morning and evening appointments when necessary;
 - 1.3.2 Accompany families to appointments at other agencies or court hearings.
- 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Maintain good and reciprocal relationships with all community groups and organizations that can support families;
 - 1.4.2 Monitor new agencies coming into the community;
 - 1.4.3 Monitor changes occurring in longstanding agencies within the community;
 - 1.4.4 Attend community, county and state level meetings with other agency providers;
 - 1.4.5 Participate in and collaborate with community wide events;
 - 1.4.6 Attend and/or participate in any community forums and promote services through literature and pictures;
 - 1.4.7 Media coverage through:
 - 1.4.7.1 Website;
 - 1.4.7.2 Facebook;

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- 1.4.7.3 Newspaper articles; and
 - 1.4.7.4 Press releases.
 - 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program.
 - 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
 - 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale, parent checklists and parent surveys for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
 - 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
 - 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided.

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- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record is kept in a locked file cabinet will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.

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- 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
- 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
- 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
- 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education

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- 1.17.2.4.4 Nursing or a related field.
- 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Four years' experience working with families in an early childhood program or health care support capacity.
- 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.
- 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
- 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
- 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
- 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
- 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
- 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA

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- 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
 - 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
 - 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
 - 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
 - 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
 - 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
 - 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
 - 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit A

- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and
 - 2.1.1.10 Community impact of the services provided;
 - 2.1.1.11 Family income, composed of earned income and child support receipts;
 - 2.1.1.12 Number of families employed or in training;
 - 2.1.1.13 Number of families reporting housing destabilization;
 - 2.1.1.14 Number of expectant women and children receiving WIC services.
 - 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services



Exhibit A

-
- 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
 - 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Children Unlimited Inc.

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$25,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

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5/13/14

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1
CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**



Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child: _____
LAST FIRST MI

Date of Birth _____ Social Security # _____

Name of Parent _____

Street Address: _____

Town or City _____ State _____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider _____

Street Address _____

Town or City _____ State _____ Zip Code _____

RESOURCE ID NUMBER _____

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ Full Time (31 or more hrs) ☐ Half Time (16-30 hrs/week) ☐ Part Time (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency _____

Address _____

Email Address _____

FRS Worker _____ Telephone Number _____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.



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- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Page 1 of 2

Budget One Budget Period

Contractor's Initials DM's
Date 5/13/14

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

[illegible]



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 fundors 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 fundors, 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.

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

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

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5/13/14



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Sackie Sparks Sackie Sparks
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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



**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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc
Name: Jackie Sparks
Title: Executive Director



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jacque Sparks
Title: Executive Director Jacque Sparks



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



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.

(3) 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.

3/2014

Contractor Initials JMS

Date 5/13/14



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.

NH DHHS
The State

Mary Ann Cooney
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

5/28/14
Date

Children Unlimited, Inc.
Name of the Contractor

Jackie Sparks
Signature of Authorized Representative

Jackie Sparks
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/13/14
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:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



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: 62-027-9073
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

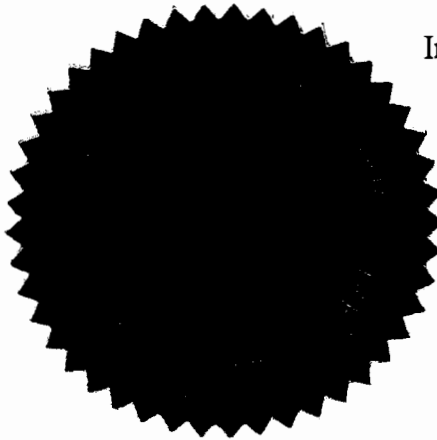
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 CHILDREN UNLIMITED, INC. is a New Hampshire nonprofit corporation formed May 2, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Children Unlimited, 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 4-14-2014:
(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 13th day of May, 2014.
(Date Contract Signed)

4. Jackie Sparks is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

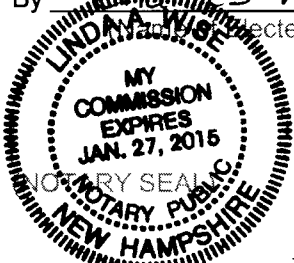
CBQ, Treasurer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 13 day of May, 2014.

By Charles Macomber
(Name of Elected Officer of the Agency)



Linda A. Wise
(Notary Public/Justice of the Peace)

Commission Expires: January 27, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2014

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No): (888) 443-6112
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest NAIC# 37478		
INSURED CHILDREN UNLIMITED INC. PO BOX 986 CONWAY NH 03818	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG DG3641	07/01/2013	07/01/2014	☒ PER STATUTE ☐ OTH-ER 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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER State of New Hampshire DEPT. OF HEALTH & HUMAN SERVICES D.C.Y.F. 129 PLEASANT ST CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2014

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

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

PRODUCER
Chalmers Insurance Group - Ossipee Office
PO Box 180
1230 Route 16
Center Ossipee NH 03814

CONTACT NAME: Caitlin Earle, ACSR, CPIA
PHONE (A/C No. Ext): (603) 539-7444 FAX (A/C No.): (603) 539-4860
E-MAIL ADDRESS: cearle@ChalmersInsuranceGroup.com

INSURED
Children Unlimited, Inc.
PO Box 986

Conway NH 03818-0986

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL142413066

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1030244	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB			PHUB423260	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Operations: Day Care Center

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Health & Human Services
DCYF
129 Pleasant Street
Concord, NH 03301

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

C Earle, ACSR, CPIA/C



MISSION STATEMENT

Children Unlimited, Inc. is a community based non-profit corporation 501(c)(3), which provides services through its Developmental Childcare Program, Family Centered Early Supports and Services Program, The Children's Academy (Inclusive Multi-Age Educational Program Pre-K - First Grade), and The Family Connections Resource Center (prenatal–21 years). All of Children Unlimited's services for children and families are provided within natural settings. The mission of Children Unlimited is to provide quality, evidence-based developmental/educational, family support and intervention strategies for each child and family who is enrolled in one of our programs.

Our children's programs offer unique opportunities for young children of all abilities to learn and play together. This type of inclusive learning environment is highly beneficial for the education, social and emotional well-being of all children. We recognize that children maybe at a certain chronological age but may not be at the same developmental level. We believe that each child is an individual and grows and develops at his/her own rate in accordance with his/her own ability. We aim to foster this developmental process and encourage each child to achieve his/her fullest potential. Children have a unique learning style displaying their own interests, strengths, and weaknesses. But children are first and foremost children with needs, interests, and concerns that are common to all children even though their rate of growth may vary.

We further believe that each child is part of a family system and that families have many strengths. We believe that all families should be mentored, supported and encouraged to access and enjoy the natural support of extended family, friends and activities within their community. Through our Family Connections Resource Center, we offer assistance and guidance to help parents access appropriate community resources, attend parenting classes or support groups, and to become better advocates for themselves and their children in the community. We encourage and facilitate parent-to-parent connections in order to reduce social isolation. We support parents in understanding the developmental, emotional/behavioral, and social issues that their children or youth may experience. We focus on teaching problem-solving and coping strategies, reducing family stressors, and helping families become more self-sufficient. The overall objective is to prevent domestic violence, child abuse and neglect. We believe that all families have unique qualities and we respect each family's individual beliefs, values and cultural norms. We also know that families have hopes and dreams for themselves and their children, and we recognize and support these aspirations.

Children Unlimited, Inc. believes that all of our programs and staff members will collaborate in a variety of ways in order to facilitate and support the most effective and positive outcomes for children and families. We strive to develop strong collaborative relationships with professionals throughout Carroll County who are also working to facilitate the health and well-being of children and families.

"There is no development without relationships"

(Jack Schonkoff, Ph.D.)

CHILDREN UNLIMITED, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2013

CHILDREN UNLIMITED, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2013

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MARSHALL & LIBBY, LLC

CERTIFIED PUBLIC ACCOUNTANTS

PAUL R. MARSHALL, CPA, PFS
RANDOLPH F. LIBBY, CPA
THOMAS G. TATON, CPA

INDEPENDENT AUDITORS' REPORT

Board of Directors
Children Unlimited, Inc.
Conway, NH

We have audited the accompanying financial statements of Children Unlimited, Inc., a non-profit Organization, which comprise the statement of financial position as of June 30, 2013, and the related statements of activities 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 of material misstatement.

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

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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 Children Unlimited Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Children Unlimited Inc.'s 2012 financial statements, and our report dated October 19, 2012 expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Marshall + Libby, LLC

Portland, Maine
September 27, 2013

CHILDREN UNLIMITED, INC.

STATEMENT OF FINANCIAL POSITION

June 30, 2013, With Comparative Totals for 2012

	<u>2013</u>	<u>2012</u>
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash	\$ 443,734	\$ 411,304
Accounts receivable, net	106,239	63,969
Prepaid expenses	<u>2,805</u>	<u>2,223</u>
Total current assets	<u>552,778</u>	<u>477,496</u>
FIXED ASSETS:		
Land	103,956	103,956
Playground	94,354	94,354
Buildings and improvements	1,342,614	1,342,614
Furniture and fixtures	3,470	3,470
Equipment	<u>40,516</u>	<u>36,516</u>
	1,584,910	1,580,910
Less accumulated depreciation	<u>243,691</u>	<u>196,069</u>
	<u>1,341,219</u>	<u>1,384,841</u>
Total assets	\$ <u>1,893,997</u>	\$ <u>1,862,337</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 9,413	\$ 10,422
Accrued payroll and related liabilities	81,779	87,951
Prepaid town warrants	<u>1,000</u>	<u>1,000</u>
Total current liabilities	<u>92,192</u>	<u>99,373</u>
NET ASSETS:		
Unrestricted	1,610,553	1,688,345
Temporarily restricted	<u>191,252</u>	<u>74,619</u>
Total net assets	<u>1,801,805</u>	<u>1,762,964</u>
Total liabilities and net assets	\$ <u>1,893,997</u>	\$ <u>1,862,337</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2013, With Comparative Totals for 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
SUPPORT AND REVENUE:				
Early intervention services	\$ 233,079	\$ 4,522	\$ 237,601	\$ 267,957
Preschool	645,808	-	645,808	538,908
Childcare	220,583	32,500	253,083	315,056
Children's Academy	77,305	-	77,305	211,503
Family resources	23,935	89,420	113,355	111,550
Pediatric services	55,057	7,500	62,557	68,251
Investment income	468	-	468	507
Other income	2,865	100,000	102,865	-
Total support and revenue	<u>1,259,100</u>	<u>233,942</u>	<u>1,493,042</u>	<u>1,513,732</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>117,309</u>	<u>(117,309)</u>	<u>-</u>	<u>-</u>
EXPENSES:				
Early intervention services	285,829	-	285,829	259,052
Preschool	463,017	-	463,017	488,208
Childcare	432,334	-	432,334	345,977
Children's Academy	93,553	-	93,553	206,789
Family resources	156,149	-	156,149	140,668
Pediatric services	20,048	-	20,048	18,433
Fundraising and administrative	3,271	-	3,271	2,578
Total expenses	<u>1,454,201</u>	<u>-</u>	<u>1,454,201</u>	<u>1,461,705</u>
Changes in net assets	(77,792)	116,633	38,841	52,027
NET ASSETS, beginning of year	<u>1,688,345</u>	<u>74,619</u>	<u>1,762,964</u>	<u>1,710,937</u>
Net assets, end of year	<u>\$ 1,610,553</u>	<u>\$ 191,252</u>	<u>\$ 1,801,805</u>	<u>\$ 1,762,964</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC.

STATEMENT OF CASH FLOWS

Year Ended June 30, 2013 With Comparative Totals for 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Changes in net assets	\$ 38,841	\$ 52,027
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Bad debts	11,315	12,852
In-kind gift	(4,000)	-
Depreciation	47,622	46,916
(Increase) decrease:		
Accounts receivable	(53,585)	43,293
Prepaid expenses	(582)	782
Increase (decrease):		
Accounts payable	(1,009)	(2,533)
Accrued payroll and related liabilities	(6,172)	7,685
Prepaid tuition	-	1,000
Net cash provided by operating activities	<u>32,430</u>	<u>162,022</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of fixed assets	<u>-</u>	<u>(9,789)</u>
Net cash used in investing activities	<u>-</u>	<u>(9,789)</u>
 Increase in cash	 32,430	 152,233
CASH, beginning of year	<u>411,304</u>	<u>259,071</u>
Cash, end of year	<u>\$ 443,734</u>	<u>\$ 411,304</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2013, With Comparative Totals for 2012

NOTE A – NATURE OF ORGANIZATION

Children Unlimited, Inc. (the Organization) is a recognized non-profit corporation operating in Conway, New Hampshire. The Organization is designed to service the developmental needs of all children ages birth through eight years. The Organization provides services through its Developmental Childcare Program, Family Centered Early Supports and Services Program, Inclusive Preschool Program, Family Connections Resource Center, and Multiage Educational Program.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets

The part of net assets of a not-for-profit organization that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

Temporarily Restricted Net Assets

The part of the net assets resulting from contributions and other inflows of assets whose use by the organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the organization pursuant to those stipulations.

Permanently Restricted Net Assets

The part of the net assets resulting from contributions and other inflows of assets whose use by an organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the organization. The Organization has no permanently restricted net assets.

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2013, With Comparative Totals for 2012

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor designations. When net assets are used for their intended purpose, they are released and reclassified as unrestricted net assets.

All non-cash contributions are recorded at the estimated fair market value at the date of the contribution. They are considered available for unrestricted use, unless specifically restricted by the donor or subject to other legal restrictions.

Fixed Assets

Fixed assets are stated at cost, or, if donated, at the estimated fair market value at the date of donation. Depreciation is recorded using the straight-line method at various rates calculated to allocate the cost of the respective items over their estimated useful lives. Depreciation of buildings and other fixed assets is provided using estimated useful lives of three to thirty-nine years.

Estimates

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

Cash Equivalents

For purposes of the statements of cash flows the Organization considers all savings, short-term investments and certificates of deposit to be cash equivalents.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2013, With Comparative Totals for 2012

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service classified the Organization as other than a private foundation.

Advertising

The Organization follows the policy of charging costs of advertising to expense as incurred. Total expenses paid during 2013 and 2012 were \$711 and \$802, respectively.

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable are comprised of preschool and childcare fees billed but not yet received by the Organization. The Organization periodically reviews all outstanding receivable amounts for collectability.

At June 30, 2013 and 2012, accounts receivable consisted of the following:

	<u>2013</u>	<u>2012</u>
Early intervention services	\$ 17,066	\$ 26,496
Preschool	57,407	8,798
Childcare	31,946	22,724
Child health support programs	<u>1,320</u>	<u>7,451</u>
	107,739	65,469
Less allowance for doubtful accounts	<u>(1,500)</u>	<u>(1,500)</u>
Net accounts receivable	<u>\$ 106,239</u>	<u>\$ 63,969</u>

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2013, With Comparative Totals for 2012

NOTE D – CASH MAINTAINED IN FINANCIAL INSTITUTIONS

As of June 30, 2013, the Organization maintained cash balances in two Federal Deposit Insurance Corporation (FDIC) member financial institutions. FDIC member financial institutions insure deposits to \$250,000. At various times throughout the year, the Organization had cash in excess of FDIC insurance limits. At June 30, 2013, cash balances exceeded FDIC limits by \$81,248.

NOTE E – LINE OF CREDIT

The Organization has available a \$200,000 line of credit. The line is secured by the real estate. There was no outstanding balance on this line at June 30, 2013 and 2012.

NOTE F – FAIR VALUE OF INSTRUMENTS

The Organization's financial instruments are cash and cash equivalents, accounts receivable and accounts payable. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature.

NOTE G – NON-CASH INVESTING ACTIVITIES

During the year ended June 30, 2013, the Organization received an in-kind gift of equipment with a fair market value of \$4,000.

NOTE H – RECLASSIFICATIONS

Certain reclassifications have been made to prior year amounts to conform with current year presentation. There have been no changes to previously reported net assets.

NOTE I - SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 27, 2013, the date on which the financial statements were available to be issued.

INDEPENDENT AUDITORS' REPORT
ON SUPPLEMENTARY INFORMATION

Board of Directors
Children Unlimited, Inc.
Conway, NH

We have audited the financial statements of Children Unlimited, Inc. as of and for the year ended June 30, 2013, and have issued our report thereon dated September 27, 2013, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Portland, Maine
September 27, 2013

CHILDREN UNLIMITED, INC.

SCHEDULE OF FUNCTIONAL REVENUES

Year Ended June 30, 2013, With Comparative Totals for 2012

	Early intervention services	Preschool	Childcare	Children's Academy	Family resources	Pediatric services	Investment income	Other income	2013 Total	2012 Total
Contributions	\$ -	\$ -	\$ 30,624	\$ 2,775	\$ 23,102	\$ -	\$ -	\$ 100,000	\$ 156,501	\$ 106,716
Grants	4,520	-	7,500	-	89,420	7,500	-	-	108,940	105,631
ARRA stimulus funding	-	-	-	-	-	-	-	-	-	9,780
Town warrants	29,100	-	-	-	-	-	-	-	29,100	28,700
Medicaid income	202,995	-	-	-	-	-	-	-	202,995	213,038
Prvt insurance/prvt pay	153	6,233	174,259	-	-	-	-	-	180,645	199,507
Therapies/evaluations	-	134,522	2,192	10,450	-	5,100	-	-	152,264	162,717
One-on-one aide	-	190,800	-	-	-	-	-	-	190,800	96,500
Tuition	-	313,420	-	63,246	-	-	-	-	376,666	489,642
Fundraising	-	-	3,484	-	-	10,253	-	-	13,737	10,525
Special service contracts	-	-	22,106	-	-	-	-	-	22,106	22,231
Play therapy	-	-	12,084	-	-	-	-	-	12,084	15,053
In-kind services	167	167	167	167	166	166	-	-	1,000	1,000
In-kind gifts	666	666	667	667	667	667	-	-	4,000	-
Annual appeal	-	-	-	-	-	34,671	-	-	34,671	48,535
Evaluation room rental	-	-	-	-	-	4,200	-	-	4,200	3,650
Interest	-	-	-	-	-	-	468	-	468	507
Miscellaneous	-	-	-	-	-	-	-	2,865	2,865	-
	\$ 237,601	\$ 645,808	\$ 253,083	\$ 77,305	\$ 113,355	\$ 62,557	\$ 468	\$ 102,865	\$ 1,493,042	\$ 1,513,732

See accountants report on supplementary information.

CHILDREN UNLIMITED, INC.

SCHEDULE OF FUNCTIONAL EXPENSES

Year Ended June 30, 2013, With Comparative Totals for 2012

	Early intervention services	Preschool	Childcare	Children's Academy	Family resources	Pediatric services	Fundraising and Administrative	2013 Total	2012 Total
Salaries	\$ 178,712	\$ 375,862	\$ 278,486	\$ 60,830	\$ 111,491	\$ -	\$ 1,440	\$ 1,006,821	\$ 980,866
Payroll taxes	29,686	14,639	37,419	5,186	7,425	-	226	94,581	87,408
Employee benefits	16,409	19,364	7,056	14,444	6,651	-	-	63,924	88,461
Staff training	25	25	25	-	25	-	-	100	-
Bad debts	-	-	11,315	-	-	-	-	11,315	12,852
Consulting therapy	23,575	240	16,604	1,822	2,676	20,014	-	64,931	68,859
Dues and subscriptions	919	319	28	6	413	-	75	1,760	2,058
Conferences	1,533	300	152	70	424	-	-	2,479	1,585
Advertising	25	214	123	324	25	-	-	711	802
Food	331	818	3,376	302	598	-	-	5,425	8,194
Supplies	59	1,676	3,055	537	640	-	293	6,260	9,026
Insurance	9,253	2,593	3,974	2,305	1,539	-	-	19,664	16,942
Maintenance	2,490	5,406	9,738	2,279	1,959	34	-	21,906	25,342
Postage	246	298	312	169	246	-	19	1,290	1,087
Program education	1,494	5,011	2,569	871	942	-	-	10,887	19,073
Family support	-	-	-	-	176	-	-	176	182
Telephone	781	1,027	1,873	263	1,690	-	-	5,634	5,895
Travel	11,271	5,670	3,864	409	11,449	-	-	32,663	37,669
Utilities	803	4,349	6,356	1,048	800	-	-	13,356	15,497
Bank fees	-	-	-	-	-	-	211	211	762
Depreciation	5,389	19,476	17,131	410	5,216	-	-	47,622	46,916
Bookkeeping	1,097	730	1,158	366	1,158	-	-	4,509	4,356
Legal and accounting	1,227	3,273	2,945	1,555	-	-	1,000	10,000	14,575
Office supplies	504	1,727	1,252	357	606	-	7	4,453	7,601
Ferland scholarships	-	-	16,601	-	-	-	-	16,601	5,381
Gibson-Woodbury scholarships	-	-	6,922	-	-	-	-	6,922	316
	\$ 285,829	\$ 463,017	\$ 432,334	\$ 93,553	\$ 156,149	\$ 20,048	\$ 3,271	\$ 1,454,201	\$ 1,461,705

See accountants report on supplementary information.

CHILDREN UNLIMITED, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2012

CHILDREN UNLIMITED, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2012

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MARSHALL & LIBBY, LLC

CERTIFIED PUBLIC ACCOUNTANTS

PAUL R. MARSHALL, CPA, PFS

RANDOLPH F. LIBBY, CPA

THOMAS G. TATON, CPA

INDEPENDENT AUDITORS' REPORT

Board of Directors
Children Unlimited, Inc.
Conway, NH

We have audited the accompanying statement of financial position of Children Unlimited, Inc. as of June 30, 2012, and the related statements of activities and changes in net assets, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Organization's 2011 financial statements and, in our report dated October 18, 2011 we expressed an unqualified opinion on those statements.

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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Children Unlimited, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Marshall & Libby, LLC

October 19, 2012

CHILDREN UNLIMITED, INC

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2012, With Comparative Totals for 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
SUPPORT AND REVENUE:				
Early intervention services	\$ 254,966	\$ 12,991	\$ 267,957	\$ 250,679
Preschool	538,908	-	538,908	445,883
Childcare	235,056	80,000	315,056	350,980
Kindergarten	211,503	-	211,503	208,524
Family resources	22,130	89,420	111,550	107,059
Pediatric services	55,251	13,000	68,251	32,302
Investment income	507	-	507	452
Total support and revenue	<u>1,318,321</u>	<u>195,411</u>	<u>1,513,732</u>	<u>1,395,879</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>121,108</u>	<u>(121,108)</u>	<u>-</u>	<u>-</u>
EXPENSES:				
Early intervention services	259,052	-	259,052	274,687
Preschool	488,208	-	488,208	390,334
Childcare	345,977	-	345,977	402,471
Kindergarten	206,789	-	206,789	134,438
Family resources	140,668	-	140,668	145,373
Pediatric services	18,433	-	18,433	31,071
Administrative	2,578	-	2,578	5,797
Total expenses	<u>1,461,705</u>	<u>-</u>	<u>1,461,705</u>	<u>1,384,171</u>
Changes in net assets	(22,276)	74,303	52,027	11,708
NET ASSETS, beginning of year	<u>1,710,621</u>	<u>316</u>	<u>1,710,937</u>	<u>1,699,229</u>
Net assets, end of year	<u>\$ 1,688,345</u>	<u>\$ 74,619</u>	<u>\$ 1,762,964</u>	<u>\$ 1,710,937</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC.

STATEMENT OF CASH FLOWS

Year Ended June 30, 2012 With Comparative Totals for 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Changes in net assets	\$ 52,027	\$ 11,708
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Bad debts	12,852	5,515
Depreciation	46,916	45,796
(Increase) decrease:		
Accounts receivable	43,293	(24,249)
Prepaid expenses	782	9,114
Increase (decrease):		
Accounts payable	(2,533)	4,892
Accrued payroll and related liabilities	7,685	8,910
Prepaid tuition	1,000	(1,882)
Net cash provided by operating activities	<u>162,022</u>	<u>59,804</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of fixed assets	<u>(9,789)</u>	<u>(2,786)</u>
Net cash used in investing activities	<u>(9,789)</u>	<u>(2,786)</u>
 Increase in cash	 152,233	 57,018
 CASH, beginning of year	 <u>259,071</u>	 <u>202,053</u>
 Cash, end of year	 <u>\$ 411,304</u>	 <u>\$ 259,071</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2012, With Comparative Totals for 2011

NOTE A – NATURE OF ORGANIZATION

Children Unlimited, Inc. (the Organization) is a recognized non-profit corporation operating in Conway, New Hampshire. The Organization is designed to service the developmental needs of all children ages birth through eight years. The Organization provides services through its Developmental Childcare Program, Family Centered Early Supports and Services Program, Inclusive Preschool Program, Family Connections Resource Center, and the new Multiage Educational Program.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets

The part of net assets of a not-for-profit organization that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

Temporarily Restricted Net Assets

The part of the net assets resulting from contributions and other inflows of assets whose use by the organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the organization pursuant to those stipulations.

Permanently Restricted Net Assets

The part of the net assets resulting from contributions and other inflows of assets whose use by an organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the organization. The Organization has no permanently restricted net assets.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2012, With Comparative Totals for 2011

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor designations. When net assets are used for their intended purpose, they are released and reclassified as unrestricted net assets.

All non-cash contributions are recorded at the estimated fair market value at the date of the contribution. They are considered available for unrestricted use, unless specifically restricted by the donor or subject to other legal restrictions.

Fixed Assets

Fixed assets are stated at cost, or, if donated, at the estimated fair market value at the date of donation. Depreciation is recorded using the straight-line method at various rates calculated to allocate the cost of the respective items over their estimated useful lives. Depreciation of buildings and other fixed assets is provided using estimated useful lives of three to thirty-nine years.

Estimates

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

Cash Equivalents

For purposes of the statements of cash flows the Organization considers all savings, short-term investments and certificates of deposit to be cash equivalents.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2012, With Comparative Totals for 2011

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service classified the Organization as other than a private foundation.

Advertising

The Organization follows the policy of charging costs of advertising to expense as incurred. Total expenses paid during 2012 and 2011 were \$802 and \$217, respectively.

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable are comprised of preschool and childcare fees billed but not yet received by the Organization. The Organization periodically reviews all outstanding receivable amounts for collectability.

At June 30, 2012 and 2011, accounts receivable consisted of the following:

	<u>2012</u>	<u>2011</u>
Early intervention services	\$ 26,496	\$ 30,194
Preschool	8,798	12,167
Day care	22,724	76,679
Child health support programs	<u>7,451</u>	<u>5,486</u>
	65,469	124,526
Less allowance for doubtful accounts	<u>(1,500)</u>	<u>(4,412)</u>
Net accounts receivable	<u>\$ 63,969</u>	<u>\$ 120,114</u>

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2012, With Comparative Totals for 2011

NOTE D – CASH MAINTAINED IN FINANCIAL INSTITUTIONS

As of June 30, 2012, the Organization maintained cash balances in Federal Deposit Insurance Corporation (FDIC) member financial institutions. FDIC member financial institutions insure deposits to \$250,000. The Organization's cash balances did not exceed deposit insurance amounts at June 30, 2012.

NOTE E – SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

For the years ended June 30, 2012 and 2011 cash paid for interest was \$762 and \$1,063, respectively.

NOTE F – LINE OF CREDIT

The Organization has available a \$200,000 line of credit. The line is secured by the real estate. There was no outstanding balance on this line at June 30, 2012 and 2011.

NOTE G – FAIR VALUE OF INSTRUMENTS

The Organization's financial instruments are cash and cash equivalents, accounts receivable and accounts payable. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature.

NOTE H – RECLASSIFICATIONS

Certain reclassifications have been made to prior year amounts to conform with current year presentation. There have been no changes to previously reported net assets.

NOTE I - SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 19, 2012, the date on which the financial statements were available to be issued.



MARSHALL & LIBBY, LLC

CERTIFIED PUBLIC ACCOUNTANTS

PAUL R. MARSHALL, CPA, PFS
RANDOLPH F. LIBBY, CPA
THOMAS G. TATON, CPA

INDEPENDENT AUDITORS' REPORT
ON SUPPLEMENTARY INFORMATION

Board of Directors
Children Unlimited, Inc.
Conway, NH

Our report on our audit of the financial statements of Children Unlimited, Inc.. as of June 30, 2012, and for the year then ended appears on page one. The audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The information included in the accompanying schedules is presented for the purpose of additional analysis and is not a required part of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the financial statements taken as a whole.

Marshall & Libby, LLC

October 19, 2012

CHILDREN UNLIMITED, INC.

SCHEDULE OF FUNCTIONAL REVENUES

Year Ended June 30, 2012, With Comparative Totals for 2011

	Early intervention services	Preschool	Childcare	Kindergarten	Family resources	Pediatric services	Investment income	2012 Total	2011 Total
Contributions	\$ -	\$ -	\$ 84,352	\$ -	\$ 21,964	\$ 400	\$ -	\$ 106,716	\$ 52,757
Grants	3,211	-	-	-	89,420	13,000	-	105,631	94,404
ARRA stimulus funding	9,780	-	-	-	-	-	-	9,780	-
Town warrants	28,700	-	-	-	-	-	-	28,700	17,700
Medicaid income	213,038	-	-	-	-	-	-	213,038	220,789
Prvt insurance/prvt pay	13,061	-	-	-	-	-	-	199,507	243,287
Therapies/evaluations	-	7,906	178,540	-	-	2,500	-	162,717	165,190
One-on-one aide	-	140,622	4,845	14,750	-	-	-	96,500	57,324
Tuition	-	96,500	-	-	-	-	-	489,642	433,552
Fundraising	-	293,056	-	196,586	-	-	-	10,525	9,179
Special service contracts	-	657	9,868	-	-	-	-	22,231	64,610
Play therapy	-	-	22,231	-	-	-	-	15,053	12,233
In-kind services	167	167	15,053	-	-	-	-	1,000	1,000
Annual appeal	-	-	167	167	166	166	-	48,535	20,252
Evaluation room rental	-	-	-	-	-	48,535	-	3,650	3,150
Interest	-	-	-	-	-	3,650	507	507	452
	<u>\$ 267,957</u>	<u>\$ 538,908</u>	<u>\$ 315,056</u>	<u>\$ 211,503</u>	<u>\$ 111,550</u>	<u>\$ 68,251</u>	<u>\$ 507</u>	<u>\$ 1,513,732</u>	<u>\$ 1,395,879</u>

See accountants report on supplementary information.

CHILDREN UNLIMITED, INC.

SCHEDULE OF FUNCTIONAL EXPENSES

Year Ended June 30, 2012, With Comparative Totals for 2011

	Early intervention services	Preschool	Childcare	Kindergarten	Family resources	Pediatric resources	Administrative	2012 Total	2011 Total
Salaries	\$ 146,470	\$ 382,876	\$ 207,246	\$ 145,543	\$ 98,731	\$ -	\$ -	\$ 980,866	\$ 913,415
Payroll taxes	28,706	19,430	27,274	5,055	6,943	-	-	87,408	85,700
Employee benefits	21,159	24,103	9,698	23,803	9,698	-	-	88,461	101,434
Bad debts	-	-	12,852	-	-	-	-	12,852	5,515
Consulting therapy	27,504	3,360	17,831	2,406	737	17,021	-	68,859	36,565
Dues and subscriptions	1,131	400	51	193	283	-	-	2,058	1,208
Conferences	36	218	1,173	78	80	-	-	1,585	2,591
Advertising	22	49	61	67	285	318	-	802	217
Food	553	1,175	4,878	886	702	-	-	8,194	8,042
Supplies	98	1,116	4,373	2,102	307	-	-	7,996	6,608
Insurance	4,441	4,866	1,903	4,636	521	-	-	16,367	18,145
Maintenance	3,010	5,777	10,703	2,810	2,254	788	-	25,342	21,990
Fund raising	-	575	1,030	-	-	-	-	1,605	744
Postage	277	274	334	101	101	-	-	1,087	907
Program education	3,074	4,132	5,789	3,900	2,160	18	-	19,073	18,370
Lending resources	-	-	-	-	-	-	-	-	317
Pediatric evaluation room	-	-	-	-	-	-	-	-	1,555
Family support	-	-	-	-	182	-	-	182	243
Telephone	785	1,153	2,166	364	1,427	-	-	5,895	6,611
Travel	11,805	8,876	2,979	4,649	9,072	288	-	37,669	45,831
Utilities	1,003	5,081	7,288	1,497	628	-	-	15,497	15,001
Interest	-	4	11	4	-	-	743	762	1,063
Depreciation	4,721	17,446	15,107	4,921	4,721	-	-	46,916	45,796
Bookkeeping	1,089	726	1,089	363	1,089	-	-	4,356	6,146
Legal and accounting	1,851	4,936	4,443	2,345	-	-	1,000	14,575	13,850
Office supplies	1,317	1,635	2,001	1,066	747	-	835	7,601	13,623
Fetland scholarships	-	-	5,381	-	-	-	-	5,381	-
Gibson/Woodbury scholarships	-	-	316	-	-	-	-	316	12,684
	\$ 259,052	\$ 488,208	\$ 345,977	\$ 206,789	\$ 140,668	\$ 18,433	\$ 2,578	\$ 1,461,705	\$ 1,384,171

See accountants report on supplementary information.



Board of Directors 2014

Officers:

*****President***

Donese Oliver (2)

Dr. Kathryn Karlsson (2)

Emeritus:

Lisa Baumgartner

*****Treasurer***

Charlie Macomber (2)

Jan Kisluk (1)

*****Secretary***

Marie Olson (3)

Gerald Milliken Jr. (1)

Rachael MacMillan (1)

Board Members:

Sue Battles (2)

Kate Roden (1)

Rachel Vose (1)

CURRICULUM VITAE

Jacqueline Merrill Sparks, MS, OTR/L, IMHS, CEIM

Education

2011 Certified Educator of Infant Massage (International Association of Infant Massage)
1999 Certification: Infant Mental Health (Infant Mental Health Counselor)
1997-1999 Postgraduate Clinical Infant Mental Health Fellowship Appointment,
Boston Institute for Psychotherapists, Boston, MA
1976-1979 Master of Science in Occupational Therapy with dual Pediatric Specialties:

- Clinical Psycho-Social Therapy
- Developmental Disabilities

Boston University, Sargent College of Allied Health Sciences, Boston, MA: Magna Cum Laude

MCHS/UAF Grant Recipient: Academic work: Boston University, Boston, MA
Clinical affiliation: Eunice Kennedy Shriver Center, Waltham, MA

Thesis An Instrument for Assessment of Mother-Infant Attachment Behaviors During Feeding

1966-1970 Bachelor of Science Degree in Occupational Therapy
University of New Hampshire, Durham, NH

New Hampshire Infant Mental Health Credential

2014 Early Childhood and Family Mental Health Reflective Consultant and Supervisor

Professional Memberships:

American Occupational Therapy Association
Registration number: #207647
(Member since 1971)

National Board for Certification in Occupational Therapy, Inc.
Certification number: #AA207647

The State of New Hampshire
Board of Registration in Medicine
Occupational Therapist License number: #0389

New Hampshire Association for Infant Mental Health
Charter Member; Advocate Member

Early Education and Intervention Network of NH
(Member since 1986)

International Association of Infant Massage (headquartered in Sweden)
US Chapter – Infant Massage USA
(Member since 2010)

Professional Experience:

- 1986-Present Co-founder and Executive Director of Children Unlimited, Inc., Conway, NH.
Occupational Therapist
Sensory Integration/Sensory Processing Disorders Therapist
- 1999-Present Infant/Early Childhood Mental Health Therapist
Parent-Child Relationship Therapist
- 2011-Present Certified Educator of Infant Massage
- 1990-Present Professional Consultation

Areas of Expertise: Attachment/Attachment Disorders, Parent-Child Relationship Issues, Early Childhood Social/Emotional Development and Disorders, Post-Traumatic Stress Disorders in Young Children, Behavior Management Strategies, Autism Spectrum Disorders (Early Identification and Intervention Strategies), Sensory-Motor Processing Disorders and Interventions, "Fussy Baby" Assessments and Consultations, Infant Massage Educator, Inclusion of children with educational disabilities into regular preschool, and child care programs, Identifying signs and symptoms of child abuse/neglect in young children.

- 10/71-6/76 Occupational Therapist at Children's Developmental Workshop (psychiatric day program for children 4-7 years old), Boston State Hospital, Dorchester Mental Health Center, Dorchester, MA.

Specialized Trainings:

- 2013 Fussy vs. Colicky Infants: Identification and Intervention Strategies
- 2013 Post-Traumatic Stress Disorders in Infants and Young Children and Its Effect on Development
- 2013 Certification: Nonviolent Crisis Intervention (Crisis Prevention Institute)
- 2007-2012 NH Responds Project: Response-to-Intervention system for emergent literacy and effective behavioral interventions
- 2011 Training: Signs & Symptoms of Post-Traumatic Stress Disorders in Infants and Young Children
- 2011 Certification: Nonviolent Crisis Intervention: Autism Spectrum Disorders (Crisis Prevention Institute)
- 2011 Certification: Nonviolent Crisis Intervention (Crisis Prevention Institute)
- 2008 Master Class – Infant Cry & Sleep Problems: Why Parental Mental Health Matters
- 2008 Training: Executive Dysfunction - The Disorganized, Defiant, and Chaotic Child/Adolescent
- 2006 The Vulnerability of Attachment: How Early Emotional Development is Affected by Trauma or Disability (Michael Trout, Infant-Parent Institute, Champaign, IL)
- 2006 Administration and Scoring of the Autism Diagnostic Observation Schedule
- 2001 Certification: Early Intervention Associate
- 2006 Training: Natural Language Paradigm Therapy: Autism Spectrum Disorders (Bob Sisson, Ph.D.)
- 2005 Training: Advanced Practice/Attachment & Trauma (Dan Hughes, Ph. D.)
- 2005 Assessing/Treating Regulatory, Emotional and Sensory Deficits
- 2000-2001 Behavior Management Training Series

1997-1999 Postgraduate Clinical Fellowship in Infant Mental Health Therapy
1995-1996 Family Systems Theory/Family Therapy Course
1994 Child Sexual Abuse Response Team Training
1992 Crisis Intervention Team Training (Psychological and Traumatic Events)

Commendations:

2010 Early Learning New Hampshire Champion Award
2006 The Bob Morrell Award (Mount Washington Valley Economic Council): For Community Leadership and Commitment to Building Social Capital
2006 Conway Village Area Chamber of Commerce: Business Citizen of the Year
2006 Exemplary Leadership and Service Award (Children Unlimited, Inc.) for Outstanding Services for Foster Families; NH Division of Children, Youth & Families
1996 Nominated: Dr. Roger M. Fossum Award for Outstanding Service to Children; NH Attorney General's Child Abuse Prevention Team
1993 Award, Excellence in Early Intervention; E. I. Network of New Hampshire

Board Affiliations:

2013-Present Endowment For Health Charitable Foundation
2012-Present SPARK NH: Policy Committee
2010-2011 NH Early Childhood Advisory Committee: Steering Committee
2010-2011 NH Early Childhood and Family Mental Health Competencies Development Committee
2009-Present The Attorney General's Task Force on Child Abuse and Neglect
2007-2012 NH Responds (Effective Behavioral Interventions & Emergent Literacy to Promote Student Success) – SAU #9 Steering Committee
2007-2012 NH Autism Advisory Committee
2006-2010 North Country Autism Spectrum Disorders Network
2001-Present Infant Mental Health Regional Team (Founding Member)
2000-Present Kennett High School (KHS) Career and Technical Advisory Council
1998-Present Early Childhood Development Program Advisory Committee: KHS
1997-2001 Curriculum Committee (Infant Clinical Fellowship) Boston Institute for Psychotherapists
1989-2011 NH Interagency Coordinating Council (Early Intervention Advisory Committee – NH Governor Appointment)

Related Professional Experience:

1985-Present Guest Lecturer (Colleges/Universities); Community College Instructor; Professional Presenter and Consultant; Clinical Supervisor and Mentor; Early Childhood and Family Mental Health Reflective Consultant and Supervisor

References available upon request.

Bette Coffey
Central New Hampshire VNA&Hospice
bcoffey@centralvna.org

BRANCH DIRECTOR 10/2010-PRESENT
CENTRAL NH VNA AND HOSPICE
RESPONSIBLE FOR BRANCH ADMINISTRATION OF LICENSED HOME HEALTH AGENCY

EXECUTIVE DIRECTOR 4/2009-CURRENT
VNA-HOSPICE OF SOUTHERN CARROLL COUNTY AND VICINITY
RESPONSIBLE FOR ADMINISTRATION OF LICENSED HOME HEALTH AGENCY ON AN INTERIM BASIS

MCH Coordinator 1985-current
VNA-HOSPICE OF SOUTHERN CARROLL COUNTY AND VICINITY

Responsible for overall administration of maternal child health department including fiscal management, staff supervision, coordination of clinics, management of home visiting programs, grant writing, program planning, child care consulting, development of school-based dental program.

Assistant Clinical Coordinator for Home Care
VNA-Hospice of Southern Carroll County and Vicinity
2006 – 2009
Responsible to assist clinical director with management of home care department.

STAFF NURSE 1983-85.
VNA-Hospice of Southern Carroll County Wolfeboro, NH
Home Health Care and work in well child and WIC clinics.

Staff Nurse 1977-83
Concord Hospital
Concord, NH

Medical-surgical unit, charge nurse responsibilities

EDUCATION

1974-77
Nursing
Mary Hitchcock Memorial Hospital School of Nursing
Hanover, NH

Bachelor of Science 1990-94
New England College Henniker, NH

Professional License
Registered Nurse- State of New Hampshire

Barbara Ross

Qualifications

30+ years of experience in the field of social work and family counseling, including residential treatment for adolescents, community health, early intervention, parent education and support, and individual and family counseling.

Areas of Expertise

Providing individual and family therapy from a systems-focused perspective, conflict mediation and relational skills, crisis intervention, support and education to parents, supervised visitation, multidisciplinary teaming and collaboration. Coordination of family resource center, which includes supervision of family support providers, networking, and collaboration with community agencies.

Work History

- 2010 to present, Family Connections Resource Center Coordinator, Children Unlimited, Inc. Supervision of family support providers, home visiting, parent education and support, including parenting classes; case management, resource and referral, collaboration and networking with community and state agencies. Conway NH
- 2004 to 2010, Family Therapist at FamilyStrength. Home-based individual and family therapy from a strength-based, solution-focused model; crisis intervention, advocacy and collaboration. Dover NH
- 1988 to 2004, Social Worker at White Mountain Community Health Center and Children Unlimited, Inc. Responsibilities include family support and education, home visiting, parent support groups, supervised visitation, developmental assessments; community networking and advocacy in a community health setting. Conway NH
- 1983 to 1988, Counselor at Greentree Girls Program. Counseling and case management for adolescent girls in a residential setting. Brockton MA
- 1979 to 1983, Counselor at Urban Woman and Child Health. Counseling pregnant and postpartum women in a clinic setting. Jamaica Plain MA
- 1977 to 1979, Counselor at Beth Israel Hospital, OB/GYN clinic. Counseling and advocacy for prenatal and postpartum women in a clinic setting. Boston MA

Barbara Ross

Education

- 1973 to 1977, Bachelor of Arts in Psychology from Brandeis University Waltham MA
- 1977 to present. Throughout this period, I have participated extensively and received certificates in the following areas: child abuse and neglect, domestic violence, motivational interviewing, attachment, cognitive behavioral therapy, brief therapy, treatment planning, et al.

Volunteer Experience

- 1978-1981, Counselor and Speaker for Boston Area Rape Crisis Center Cambridge MA
- 1973, VISTA Volunteer. Provided family support and education, repair and refurbishing of homes.
Abbeville, Louisiana

References

Furnished upon request.

Schelley Rondeau

Central New Hampshire VNA and Hospice
srondeau@centralvna.org

EXPERIENCE

MCH Coordinator/Pediatric Program Manager
Central NH VNA and Hospice

2010-current

Responsible for pediatric program administration and coordination as well as case management and home visiting according to MCH contract guidelines.

Home Health Nurse/Maternal Child Health Nurse 1997-current
*VNA-Hospice of Southern Carroll County and
Vicinity, Inc. Wolfeboro, NH 03894*

Responsible for primary client care for home health patients, maternal-newborn visits, home visiting for Good Beginnings program, Child Health Program, collaborates with parent educator and community resources.

Responsible for Children's and adults immunization clinics

Intake Nurse 1995 - 97
*VNA-Hospice of Southern Carroll County and
Vicinity Wolfeboro, NH*

Responsible for intake of new referrals, staff scheduling, case management and supervision of staff nurses

Staff Nurse
Gorgas Army Community Hospital 1991-95
Republic of Panama
Supervision and staff nurse on a Pediatric and Orthopedic ward

EDUCATION

BACHELOR OF SCIENCE IN NURSING 1982 -86
Vermont College *Norwich, Vermont*

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Army Community Hospital 1994

Certified as Lactation Counselor -current

Certified in Parents As Teachers program 2003-current

Cathleen A. Livingston

Education: B.A. in Psychology Ithaca College Ithaca, NY 1988
Minors: Exercise Science and Sport Studies

Professional Experience:

2011-present: Family Connections Resource Center, Children Unlimited Family Support Provider

Provide parent education, home visiting, support and education with community resources. Identify family strengths, assess needs, develop and implement an action plan to achieve success at home and in the community. Child Health Support Provider: In-home support for children and families in conjunction with Division of Children, Youth and Families, family counseling from a strength-based, solution focused model, behavioral health management, referrals, supervised visitation and crisis intervention.

2002-2011: Starting Point Direct Service Administrator/ Shelter Manager

Oversee daily functioning of emergency shelter, provide case management services to shelter clients, provide court, hospital and support line advocacy. Co-facilitate trauma support group. Manage, recruit and train all volunteers and maintain current files.

1997-2002: Northern Human Services Children's Case Manager

Responsible for a caseload of over 20 families, wrote and implemented treatment plans, provided outreach services to children and families, member of the treatment team, acted as liaison and advocate in schools for identified children. Maintained files in accordance with state regulations.

1993-1996: Bartlett Community Preschool Teacher's Assistant

Responsible for assisting head teacher/director in leading educational activities for children aged 3-6. Planned field trips and managed the lunch program. Provided after school care for children aged 3-12.

1990-1991: Pine Tree Elementary School Special Education Aide

Aide for a kindergarten child with autism. Provided support in all classroom activities. Attended all IEP meetings.

1989-1990: Conway Elementary School Special Education Aide

Provided individual and small group instruction for three students in the second grade in reading and math. Assisted classroom teacher with daily activities.

Associations:

Member of the White Mountain Milers
Sigma Xi Honor Society

References:

Furnished upon request

HELEN RAUTENBERG

OBJECTIVE

To provide educational and support services to families in a maternal-infant family support program.

WORK EXPERIENCE

Wolfeboro Area Children's Center 1998-Current
Wolfeboro, NH

Home Visitor for Good Beginnings (HVNH) and Child Health program (Central NH VNA & Hospice)

- Provides education on parenting skills, prenatal and child health, self-sufficiency skills, referral to appropriate resources, facilitates family playgroup, participates in team meetings and case supervisions. Additional duties at Children's Center include staff development, music and creative movement for classrooms.

Child Care Worker 1993-Current

- Child care and developmental education for infants and toddlers in a group day care setting. Responsible for First Aid and CPR training for staff

AGH Associates

Special Education Aide 1987-93

- One on one aide for severe and profound multi-handicapped students, grades one through six.

EDUCATION

ASSOCIATE DEGREE IN EARLY CHILDHOOD EDUCATION

College for Lifelong Learning 1997-2000

Graduated with 4.0 GPA

Parents As Teachers Certification 2002-Current

CHILDREN UNLIMITED, INC.

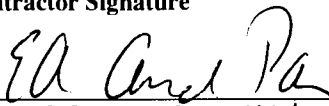
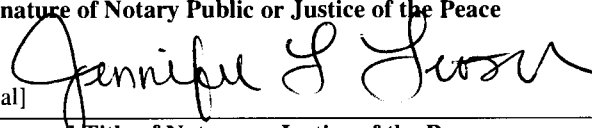
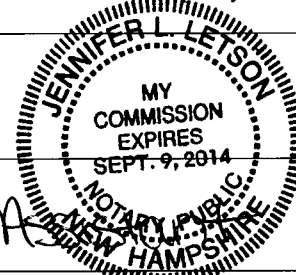
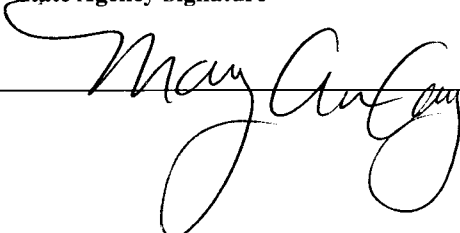
Key Personnel

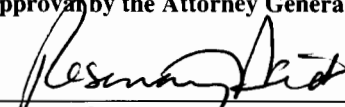
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jackie Sparks	Executive Director	85,000	24.5%	20,800
Bette Coffey	Program Director	81,200	.05%	4,056.
Barbara Ross	Program Coordinator	45,760	50%	22,880
Schelley Rondeau	Program Coordinator-RN	81,120	40%	32,448
Cathy Livingston	Home Visitor	32,760	100%	32,760
Helen Rautenberg	Home Visitor	26,000	60%	15,600

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Ave. P.O. Box 160 Dover NH 03821	
1.5 Contractor Phone Number (603) 516-8130	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$286,254
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>5/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer L. Letson, Executive Assistant 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: 	On: 6-3-14
1.18 Approval by the Governor and Executive Council	
By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

EAP
5/1/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 8:00 a.m.-4:30 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid, the Contractor will provide staff to:
 - 1.1.2.1 Work with clients to review the application process;
 - 1.1.2.2 Assist clients with the paperwork if needed;
 - 1.1.2.3 Help clients to understand the documentation needed to apply;
 - 1.1.2.4 Help clients access NHEasy.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency;
 - 1.1.3.1 The Contractor will refer families in need of assistance in finding quality childcare and/or education regarding what quality child care looks like to Southern New Hampshire Service Child Care Resource & Referral program – Rochester/Strafford County catchment area.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; The Contractor will:
 - 1.1.4.1 Screen participants in Healthy Families & Home Visiting New Hampshire, the Contractor will ensure:
 - 1.1.4.1.1 ASQ Questionnaire is completed with families, at a minimum, of the following intervals at 2, 4, 6, 8, 12, 1, 24, 30 and 36 months.
 - 1.1.4.1.2 ASQ-SE Questionnaire is completed with families at a minimum of the following intervals at 6, 12, 18, 24, 30 and 36 months.
 - 1.1.4.2 Screen participants in Head Start, the Contractor will ensure:
 - 1.1.4.2.1 ASQ-SE Questionnaire is completed on every child within 45 days of their enrollment, then on a yearly basis.
 - 1.1.4.2.2 Early Screening Inventory for developmental screening of children ages 3-5 will be used.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.1.4.3 Screen participants in Early Head Start, the Contractor will ensure:
 - 1.1.4.3.1 ASQ Questionnaire is completed within the first 45 days of enrollment and then at the following intervals at 4, 6, 8, 10, 12, 14, 16, 20, 22, 24, 27, 30, 33, 36, and at 42 months of age.
 - 1.1.4.3.2 ASQ-SE Questionnaire is completed within the first 45 days of enrollment and then at the following intervals at 6, 12, 18, 24, 30, and 36 months of age.
 - 1.1.4.4 Screen participants in Comprehensive Family Support Program, the Contractor will ensure:
 - 1.1.4.4.1 ASQ and ASQ-SE Questionnaires are completed at minimum every 4-6 months on children from birth to 24 months of age;
 - 1.1.4.4.2 ASQ and ASQ-SE Questionnaires are completed at minimum every 6 months for children 3-6 years of age;
 - 1.1.4.4.3 ASQ and ASQ-SE Questionnaires are completed at minimum once per year for children 4-5 years of age.
 - 1.1.4.5 Offer developmental screening to all families receiving services through the Community Action Partnership of Strafford County and through the Watch Me Grow Program.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Screen families for the presence of domestic violence Utilizing the Relationship Assessment Tool from Futures Without Violence; If a presence of domestic violence is found, the Contractor will:
 - 1.1.5.1.1 Make a referral to A Safe Place and the Family Justice Center;
 - 1.1.5.1.2 Provide the client with the phone number to the 24 hour crisis line;
 - 1.1.5.1.3 Provide the client with a list of programs and an explanation of the service/assistance that each program provides. Such as:
 - 1.1.5.1.3.1 A Safe Place;
 - 1.1.5.1.3.2 Sexual Assault Support Services;
 - 1.1.5.1.3.3 NH Legal Assistance.
 - 1.1.5.2 Share information on the power and control dynamics of domestic violence;
 - 1.1.5.3 Ensure staff receives training when necessary.
 - 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Refer children served from birth to 5 years of age to Early Head Start or Head Start depending on the needs of the family and their income.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.1.6.2 Link families to Head Start or other high quality child care centers.
 - 1.1.6.3 Access preventative child care funds to insure placement in the most at-risk situations.
 - 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Provide families with information on their child's developmental stage ranging from birth to adolescence.
 - 1.1.7.2 Provide families activities and suggestion for promoting child development and show them how to utilize the resources available to them in their homes during home visits.
 - 1.1.7.3 Mentor families during home visits to demonstrate ways to promote child development and parent/child bonding.
 - 1.1.7.4 Encourage parents to use the ASQ-3 and ASQ-SE to self-report and share their observations of their child.
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Complete routine screenings using Ages and Stages Questionnaires
 - 1.1.8.2 Refer children to Early Supports and Services when a child is found eligible for services or a concern is indicated from the screening.
 - 1.1.8.3 Conduct joint home visits with Early Supports and Services to integrate the activities used into their home visits.
 - 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Gather information on the child's primary care physician including the family's satisfaction level:
 - 1.1.9.1.1 If not satisfied with their current primary care physician, help the family to find one that best meets their needs.
 - 1.1.9.2 Help prenatal participants develop a plan to assist in choosing a primary care physician so that when the baby arrives he/she is in place.
 - 1.1.9.3 Assist families with transportation or other barriers in getting the child established with a primary care physician.
 - 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Engage parents in interaction with their child to help them better understand their child's development;
 - 1.1.10.2 Motivate parents by affirming what they are doing well;
 - 1.1.10.3 Encourage and coach parents to practice the skill they have learned;

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- 1.1.10.4 Build communication skills to effectively participate in:
 - 1.1.10.4.1 Appointments for social services;
 - 1.1.10.4.2 Medical appointments;
 - 1.1.10.4.3 School meetings; and
 - 1.1.10.4.4 Healthy recreational and social activities.
 - 1.1.11 Home visiting services in accordance with Home Visiting NH 2012; the Contractor will ensure all Home Visiting NH staff are:
 - 1.1.11.1 Certified in the Parents as Teachers curriculum;
 - 1.1.11.2 Trained in the following areas of expertise:
 - 1.1.11.2.1 Smoking cessation;
 - 1.1.11.2.2 Domestic violence;
 - 1.1.11.2.3 Substance abuse prevention;
 - 1.1.11.2.4 Family planning;
 - 1.1.11.2.5 Depression screening; and
 - 1.1.11.2.6 Assessing the overall needs of participants and their environment.
 - 1.1.11.3 Utilizing Prenatal and Infant Cue Sheets, Parents As Teachers curriculum and the Partners for a Healthy Baby curriculum.
 - 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Help families understand that success in school is connected to later job attainment and economic security;
 - 1.1.12.2 Support youth in connecting with area agencies to gain skills and resources needed to become successful productive adults;
 - 1.1.12.3 Present opportunities to families for:
 - 1.1.12.3.1 Continuing education;
 - 1.1.12.3.2 Volunteering;
 - 1.1.12.3.3 Money management; and
 - 1.1.12.3.4 Establishing a supportive social network.
 - 1.1.12.4 Refer families to Project Pride and Dover Adult Learning to assist them in learning the skills they need.
 - 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Address literacy and educational needs of the family;

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- 1.1.13.2 Coordinate with New Hampshire Employment Program to support families receiving TANF in meeting requirements of their employability plan;
 - 1.1.13.3 Support and assist families in balancing their physical, emotional and financial needs;
 - 1.1.13.4 Provide information for family planning;
 - 1.1.13.5 Connect family to other community resources throughout their involvement to ensure families continue to be well connected and meet their ongoing parenting and social needs.
 - 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Work with other agencies such as:
 - 1.1.14.1.1 New Hampshire Employment Program to provide knowledge, experience and support to obtain employment;
 - 1.1.14.1.2 New Hampshire Works for a no cost subsidized training in one of many career paths in growing industries;
 - 1.1.14.1.3 Dover Adult Learning Center to enhance life coping skills and improve their education, job training, high school completion and enrichment classes;
 - 1.1.14.1.4 UNH Cooperative Extension to help families enroll for classes in financial management and budgeting (determining the difference between a need and a want);
 - 1.1.14.1.5 Southeastern services and Goodwin Community Health to assist families with people recovering from the illness of alcohol and drug addiction.
 - 1.1.14.2 Support families in all of the areas above by providing information, direction and assist them in applying the skill they have learned.
 - 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Encourage parents to share books with their child as part of their daily routine.
 - 1.1.15.1.1 Books will be provided to families every couple of months.
 - 1.1.15.2 Connect parents with the Dover Adult Learning Center, Great Bay Community College, Workplace Success or other educational programs to further their educational needs.
 - 1.1.15.3 Ensure materials provided to families are written at a fifth grade reading level as much as possible.

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- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Screen women for depression both prenatally and at 6-8 weeks postpartum using the Edinburgh Depression Scale;
 - 1.1.17.2 Use the Patient Health Questionnaire for fathers participating in the program when there may be a concern.
 - 1.1.17.3 Provide referrals to their medical provider or a mental health professional;
 - 1.1.17.4 Provide informational handouts;
 - 1.1.17.5 Provide an on staff Mental Health Consultant for short-term intermediate mental health consultations.
 - 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Use the Bright Futures Oral Health Toolbox to promote and improve the oral health of infants, children and adolescents;
 - 1.1.18.2 Discuss the importance of Oral health and preventative oral care.
 - 1.1.18.3 Refer families to the two community dental centers:
 - 1.1.18.3.1 Wentworth Douglass Hospital
 - 1.1.18.3.2 Goodwin Community Health
 - 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Provide families with a Community Resources Guidebook;
 - 1.1.19.1.1 Show families how to use the guidebook.
 - 1.1.19.2 Refer families to COAST to help them understand how they can best access transportation;
 - 1.1.19.3 Promote self-sufficiency and independence in accessing the community resources.
 - 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Work one-on-one with parents on home visits to reinforce the educational component and role model effective parenting strategies;
 - 1.1.20.2 Promote well-being and strong families by assisting parents to acquire skills that will improve their parenting and communication with their child;
 - 1.1.20.3 Provide information, resources and support to assist families in making informed decisions that meet their needs.

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- 1.1.21 Parents As Teachers home visiting curriculum and Partners for a Healthy Baby curriculum;
 - 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Explain to women how harmful smoking is to her and her baby during pregnancy
 - 1.1.22.2 Utilize the Ask Advise Refer Intervention;
 - 1.1.22.3 Provide information on the effects of second and third hand smoke;
 - 1.1.22.4 Provide the QuitWorks-Fact Sheet and brochure;
 - 1.1.22.5 Use the Motivating Smokers to Change Chart for reference;
 - 1.1.22.6 Encourage the importance only allowing smokers to smoke outside; and
 - 1.1.22.7 Refer people ready to quit smoking to Quit Works NH.
 - 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Screen for substance abuse by use utilizing the TWEAK careening tool;
 - 1.1.23.2 Encourage people to speak to their primary care physician;
 - 1.1.23.3 Refer families to local resources that specialize in substance abuse intervention such as:
 - 1.1.23.3.1 Hamel Substance Abuse Services,
 - 1.1.23.3.2 Community Partners,
 - 1.1.23.3.3 Goodwin Community Health,
 - 1.1.23.3.4 One Voice for Southeastern New Hampshire, and
 - 1.1.23.3.5 Southeastern New Hampshire Alcohol and Drug Services.
 - 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Utilize the Parent Survey;
 - 1.1.24.2 Provide information on the effects of childhood trauma and how it may impact their family;
 - 1.1.24.3 Support families and help them access services to mitigate the impact of childhood trauma.
 - 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Encourage all families (prenatal or with children under the age of 5) upon intake to apply for WIC if not currently receiving it.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:

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- 1.2.1 Maintain relationships with a variety of community groups which provide networking and education on programs and services within the community as well as time to brainstorm on emerging community concerns;
 - 1.2.2 Work with home visiting programs to assist in providing outreach by the following:
 - 1.2.2.1 Written materials (flyers, brochures, etc.);
 - 1.2.2.2 Media (radio and newspaper);
 - 1.2.2.3 Website (straffordcap.org);
 - 1.2.2.4 Internet (Facebook and twitter accounts).
 - 1.2.3 Invite staff from other community organizations to Contractor staff meetings and trainings.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Provide late afternoon and early evening visits for families that work or go to school and have no other option in meeting earlier;
 - 1.3.2 Offer classes and groups at varying times to meet the needs of the family's schedules;
 - 1.3.3 Schedule appointments for families via text message.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Have a representative on every community group as possible;
 - 1.4.4.1. Information regarding the community group will be shared with other staff members.
 - 1.4.2 Attend community events;
 - 1.4.3 Request staff from other community agencies to come to staff meetings to provide information about the services they provide;
 - 1.4.4 Attend state level meeting with similar programs that hold the same grants.
 - 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program.
 - 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
 - 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family assessment Scale, Referral Process and the Parent Survey, for families experiencing conditions that include, but are not limited to:

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- 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
- 1.9.1 Use family assessment tools when initiating services and when services are completed with a family to access the progress shown;

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- 1.9.2 Complete and Individualized Family Support Plan in partnership with the families early once services have started to identify the goals the family wants and needs to work on;
 - 1.9.2.1 Individualized Family Support Plan will review ongoing progress and identify timelines and what resources or needed to assist the family in accomplishing their goals.
 - 1.9.3 Use the Protective Factors Survey which is designated for caregivers for measuring protective factors and providing feedback for evaluation and continuous improvement purposes.
 - 1.9.4 Provide families with Satisfaction Surveys upon completion of the program and if involved with the family for over a year, at the 6 month period in the program.
 - 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;

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- 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services. The Contractor will:
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
 - 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;

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- 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.
 - 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.

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- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
 - 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
 - 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
 - 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
 - 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
 - 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
 - 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.

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- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
- 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
- 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
- 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
- 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
- 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
- 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

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- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and
 - 2.1.1.10 Community impact of the services provided;
 - 2.1.1.11 Family income, composed of earned income and child support receipts;
 - 2.1.1.12 Number of families employed or in training;
 - 2.1.1.13 Number of families reporting housing destabilization;
 - 2.1.1.14 Number of expectant women and children receiving WIC services.
 - 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.

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2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:

- 2.2.4.1 Input/resources;
- 2.2.4.2 Activities/action plan;
- 2.2.4.3 Performance measures for outcomes;
- 2.2.4.4 Evaluation activities; and
- 2.2.4.5 Brief narrative describing strategies for Quality Improvement.

2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:

- 2.3.1 Information regarding accomplishments and activities for the program;
- 2.3.2 Recommendations for service development and outcomes;
- 2.3.3 Systemic barriers; and
- 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:

- 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
- 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Community Action Partnership of Strafford County

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$20,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
- 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
- 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, by utilizing form 2096 (See Exhibit A-2) .
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

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**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

**License-Exempt Center
License Exempt Family Home**

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States,
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.



Exhibit B

-
- 2.4 A final payment request shall be submitted no later than sixty days after the contract ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Budget Request for: RFP #15-DHHS-OHS-DCYF-01 Comprehensive Support Services
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

[illegible]

Indirect As A Percent of Direct

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

Bidder/Program Name: Community Action Partnership of Strafford County

Budget Request for: RFP #15-OHHS-OHS-OCYF-01 Comprehensive Support Services
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

1. Total Salary/Wages	\$ 93,928.61	\$ 3,616.27	\$ 97,544.88	\$ -	\$ -	\$ -	\$ 33,928.61	\$ 97,544.88
2. Employee Benefits	\$ 21,603.58	\$ 831.74	\$ 22,435.32	\$ -	\$ -	\$ -	\$ 21,603.58	\$ 22,435.32
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
11. Staff Education and Training	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,000.00	\$ -	\$ -	\$ 500.00	\$ 2,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In-kind donations of goods for families	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00
Administration Overhead	\$ 2,450.00	\$ 8,928.64	\$ 11,378.64	\$ 500.00	\$ 6,825.00	\$ 7,325.00	\$ 1,950.00	\$ 4,053.64
TOTAL	\$ 163,367.19	\$ 16,226.55	\$ 179,593.84	\$ 27,900.00	\$ 8,025.00	\$ 35,925.00	\$ 135,467.19	\$ 143,869

Indirect As A Percent of Direct 9.9%

Contractor Initials: CAP
Date: 5/11/14



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



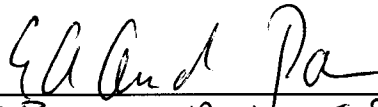
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: CAPSC

5/1/14
Date


Name: Betsey Andrews Parker
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

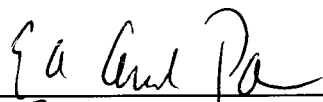
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: CAPSC

5/1/14
Date


Name: Bersey Andrews Parker
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

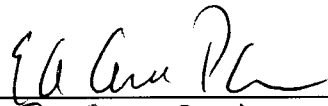
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (l)(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: CAPSC

5/1/14
Date


Name: Betsey Andrews Panker
Title: Executive Director



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: CAPSC

5/1/14
Date


Name: Betsey Andrews Parker
Title: Executive Director



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: CAPSC

5/1/14
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
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.

(3) 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.

3/2014

Contractor Initials EAP

Date 5/1/14



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.

<u>NH DHHS</u>	<u>Community Action Partnership</u>
The State	<u>of Stratford County (CAPSC)</u>
	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Mary Ann Conroy</u>	<u>Betsy Andrews Parker</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>5/28/14</u>	<u>5/1/14</u>
Date	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.

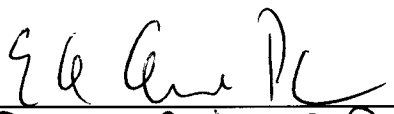
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: CAPSL

5/1/14
Date


Name: Bersey Andrews Parker
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: 099.356.586
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

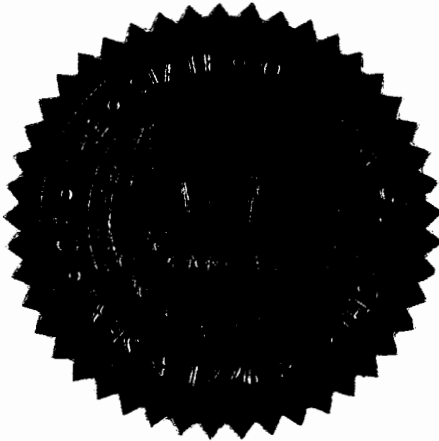
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Partnership of Strafford County is a New Hampshire nonprofit corporation formed May 25, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Action Partnership of Stratford County.
(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 1-15-2014:
(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 1st day of May, 2014.
(Date Contract Signed)

4. Betsy Andrews Parker is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Colene Arnold
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Stratford

The forgoing instrument was acknowledged before me this 1st day of May, 2014.

By Colene Arnold
(Name of Elected Officer of the Agency)

Jennifer L. Letson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9-9-14





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2014

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

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

PRODUCER CGI Business Insurance PO Box 1260 North Hampton NH 03862	CONTACT NAME: Kathleen Flibotte, CISR	
	PHONE (AC, No. Ext.): (603) 964-6065 x101	FAX (AC, No.): (603) 964-9029
	E-MAIL ADDRESS: kflibotte@dbwarlick.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	
INSURED Community Action Partnership of Strafford County & CAP of Strafford County Head Start PO Box 160 Dover NH 03821-1060	INSURER B: Travelers Indemnity Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 REV Master Incl Pro 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.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR		ZEVA192135 00	12/31/2013	12/31/2014	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS		12/31/2013	12/31/2014	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
			ANVA156930 00			Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB	☒ OCCUR				EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 2,000,000
	☐ DED ☐ RETENTION \$			12/31/2013	12/31/2014	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	☒ Y	6KUB 5B34239-1-13	12/31/2013	12/31/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		ZEVA192135 00	12/31/2013	12/31/2014	Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

Workers Compensation Coverage-Statutory State - NH The following officers have not elected coverage under the Workers Compensation coverage: Mark Rideout President, Carol Garlough VP, Jeni Mosca Treas.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward Young/KF

MISSION

**To educate, advocate and assist people
in Strafford County to help meet
their basic needs and promote
self-sufficiency**

VISION

**Working to eliminate poverty in
Strafford County**

**Community Action Partnership
of Strafford County**

**Independent Auditors' Report and
Management's Financial Statements**

December 31, 2012

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2012

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Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County, which comprise the statements of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 31, 2013, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Ron L. Beaulieu & Co.

Portland, Maine
July 31, 2013

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31,

	<u>2012</u>	<u>2011</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 442,627	\$ 279,981
Contracts receivable (net)	670,252	1,147,746
Inventory	113,598	160,373
Prepaid expenses	41,261	35,923
Total current assets	<u>1,267,738</u>	<u>1,624,023</u>
FIXED ASSETS		
Real estate	719,429	719,429
Vehicles and equipment	862,174	1,217,476
Total fixed assets	<u>1,581,603</u>	<u>1,936,905</u>
Less - accumulated depreciation	<u>(873,643)</u>	<u>(1,132,426)</u>
Net fixed assets	<u>707,960</u>	<u>804,479</u>
OTHER ASSETS		
Cash - security deposits	11,279	17,171
Total other assets	<u>11,279</u>	<u>17,171</u>
TOTAL ASSETS	<u><u>\$ 1,986,977</u></u>	<u><u>\$ 2,445,673</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	33,577	317,684
Accrued payroll	87,522	74,449
Accrued expenses	47,476	242
Accrued compensated absences	68,621	80,000
Deferred revenue	483,720	637,245
Line of credit	90,000	90,000
Security deposits payable	2,993	36,431
Current portion of long term debt	34,050	43,842
Total current liabilities	<u>847,959</u>	<u>1,279,893</u>
LONG-TERM DEBT, less current portion	<u>-</u>	<u>-</u>
TOTAL LIABILITIES	<u>847,959</u>	<u>1,279,893</u>
NET ASSETS		
Unrestricted	1,139,018	1,165,780
TOTAL NET ASSETS	<u>1,139,018</u>	<u>1,165,780</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,986,977</u></u>	<u><u>\$ 2,445,673</u></u>

See accompanying independent auditors' report and management's notes to financial statements.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31,**

	<u>2012</u>	<u>2011</u>
REVENUES		
Grant and contract support	\$ 7,473,264	\$ 8,125,790
Contributions	390,396	216,269
Rental income	10,512	3,145
Interest income	872	929
Fees for service	255,110	359,296
Fundraising	4,230	4,520
Other revenue	6,388	53,246
In-kind contributions	787,562	875,710
TOTAL REVENUES	<u>\$ 8,928,334</u>	<u>\$ 9,638,905</u>
EXPENSES		
Program services:		
Child services	3,463,622	3,756,476
Community services	816,014	842,062
Energy assistance	2,750,053	3,480,874
Housing	179,657	152,811
Weatherization	857,534	1,032,396
Workforce development	209,060	199,784
Total program services	<u>8,275,940</u>	<u>9,464,403</u>
Support services:		
Management and general	679,156	409,066
TOTAL EXPENSES	<u>8,955,096</u>	<u>9,873,469</u>
INCREASE (DECREASE) IN NET ASSETS	(26,762)	(234,564)
NET ASSETS - JANUARY 1	<u>1,165,780</u>	<u>1,400,344</u>
NET ASSETS - DECEMBER 31	<u><u>\$ 1,139,018</u></u>	<u><u>\$ 1,165,780</u></u>

See accompanying independent auditors' report and management's notes to financial statements.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2012

			Program Services		
	Child Services	Community Services	Energy Assistance	Housing	Weatherization
Payroll	\$ 1,738,167	\$ 358,965	\$ 186,618	\$ 38,430	\$ 129,399
Payroll taxes	124,436	30,759	14,910	3,735	20,661
Fringe benefits	284,435	56,116	23,556	2,880	34,147
Retirement	7,831	510	694	55	319
Consultants and contract labor	33,390	23,659	5,778	422	12,579
Consumable supplies	38,588	13,450	2,516	2	1,457
Meetings/events/training	44,750	34,428	1,109	590	13,546
Copying & postage	7,108	7,870	8,879	25	366
Utilities	64,033	11,019	7,025	6,952	9,811
Rent expense	65,650	10,320	15,756	-	-
Equipment and computer expense	4,104	24,164	2,993	357	2,673
maintenance	80,648	17,031	4,069	3,415	13,702
Travel/transportation	34,478	30,228	2,902	1,056	8,692
Other/program support	3,119	640	139	-	390
Weatherization material/fuel and client assistance	102,664	113,963	2,462,271	116,545	481,896
Indirect costs	-	-	-	-	-
In-kind expenses	723,505	50,222	-	-	13,835
Depreciation	30,647	4,293	-	1,431	51,243
Property taxes	-	-	-	-	-
Insurance	76,069	28,377	10,838	3,762	62,818
Interest expense	-	-	-	-	-
TOTAL	\$ 3,463,622	\$ 816,014	\$ 2,750,053	\$ 179,657	\$ 857,534

See accompanying independent auditors' report and management's notes to financial statements.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED DECEMBER 31, 2012

	Program Services		Support Services	
	Workforce Development	Total Program Services	Management and General	Total Expenses
Payroll	\$ 129,015	\$ 2,580,594	\$ 401,732	\$ 2,982,326
Payroll taxes	9,601	204,102	32,510	236,612
Fringe benefits	18,399	419,533	23,629	443,162
Retirement	1,028	10,437	(217)	10,220
Consultants and contract labor	1,870	77,698	35,894	113,592
Consumable supplies	2,186	58,199	8,390	66,589
Meetings/events/training	569	94,992	9,058	104,050
Copying & postage	419	24,667	5,747	30,414
Utilities	1,966	100,806	7,437	108,243
Rent expense	22,908	114,634	-	114,634
Equipment and computer expense	792	35,083	6,691	41,774
Repairs and maintenance	3,313	122,178	6,311	128,489
Travel/transportation	3,684	81,040	12,669	93,709
Other/program support	-	4,288	2,119	6,407
Weatherization material/fuel and client assistance	2,974	3,280,313	(3)	3,280,310
Indirect costs	-	-	98,601	98,601
In-kind expenses	-	787,562	-	787,562
Depreciation	1,827	89,441	6,278	95,719
Property taxes	-	-	1,790	1,790
Insurance	8,509	190,373	16,262	206,635
Interest expense	-	-	4,258	4,258
TOTAL	\$ 209,060	\$ 8,275,940	\$ 679,156	\$ 8,955,096

See accompanying independent auditors' report and management's notes to financial statements.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2011**

	Program Services				
	Child Services	Community Services	Energy Assistance	Housing	Weatherization
Payroll	\$ 1,937,928	\$ 305,841	\$ 290,711	\$ 29,119	\$ 273,686
Payroll taxes	132,661	25,865	22,501	2,700	42,652
Fringe benefits	305,889	60,084	48,030	7,788	76,194
Retirement	13,708	1,470	1,352	7	727
Consultants and contract labor	28,358	28,350	1,482	344	2,135
Consumable supplies	57,527	1,963	2,519	319	6,474
Meetings/events/training	54,891	15,597	498	30	9,195
Copying & postage	9,473	1,556	14,533	11	2,847
Utilities	63,708	13,227	10,636	4,135	9,396
Rent expense	74,300	14,135	14,115	833	-
Equipment and computer expense	13,116	2,406	7,634	322	8,639
Repairs and maintenance	101,172	16,990	6,384	6,104	26,899
Travel/transportation	81,420	12,049	1,945	35	4,972
Other/program support	8,200	2,482	232	46	65,641
Weatherization material/fuel and client assistance	143,400	78,463	3,053,180	90,637	373,424
Indirect costs	-	-	-	-	-
In-kind expenses	627,520	248,189	-	-	-
Depreciation	41,129	4,293	-	1,431	43,030
Property taxes	-	-	-	5,473	-
Insurance	62,076	7,853	4,868	3,423	86,345
Interest expense	-	1,249	254	54	140
TOTAL	\$ 3,756,476	\$ 842,062	\$ 3,480,874	\$ 152,811	\$ 1,032,396

See accompanying independent auditors' report and management's notes to financial statements.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED DECEMBER 31, 2011**

	Program Services		Support Services	
	Workforce Development	Total Program Services	Management and General	Total Expenses
Payroll	\$ 124,665	\$ 2,961,950	\$ 190,848	\$ 3,152,798
Payroll taxes	9,973	236,352	16,560	252,912
Fringe benefits	17,643	515,628	7,849	523,477
Retirement	1,365	18,629	173	18,802
Consultants and contract labor	3,449	64,118	33,903	98,021
Consumable supplies	2,237	71,039	4,273	75,312
Meetings/events/training	238	80,449	9,308	89,757
Copying & postage	381	28,801	2,777	31,578
Utilities	2,804	103,906	21,464	125,370
Rent expense	20,655	124,038	-	124,038
Equipment and computer expense	197	32,314	7,404	39,718
Repairs and maintenance	634	158,183	11,617	169,800
Travel/transportation	4,478	104,899	6,601	111,500
Other/program support	488	77,089	6,970	84,059
Weatherization material/fuel and client assistance	4,125	3,743,229	3,370	3,746,599
Indirect costs	-	-	74,279	74,279
In-kind expenses	-	875,709	-	875,709
Depreciation	457	90,340	5,111	95,451
Property taxes	-	5,473	-	5,473
Insurance	5,928	170,493	5,343	175,836
Interest expense	67	1,764	1,216	2,980
TOTAL	\$ 199,784	\$ 9,464,403	\$ 409,066	\$ 9,873,469

See accompanying independent auditors' report and management's notes to financial statements.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31,**

	<u>2012</u>	<u>2011</u>
OPERATING ACTIVITIES		
Change in net assets	\$ (26,762)	\$ (234,564)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	95,719	95,451
Changes in operating assets and liabilities		
(Increase) Decrease in contracts receivable	477,494	(193,222)
(Increase) Decrease in inventory	46,775	(30,644)
(Increase) Decrease in prepaid expenses	(5,338)	(25,179)
Increase (Decrease) in accounts payable	(284,107)	(67,389)
Increase (Decrease) in accrued payroll	13,073	5,661
Increase (Decrease) in accrued expenses	47,234	(35,464)
Increase (Decrease) in accrued compensated absences	(11,379)	35,476
Increase (Decrease) in deferred revenue	(153,525)	77,373
Increase (Decrease) in security deposits payable	(33,438)	29,770
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>165,746</u>	<u>(342,731)</u>
INVESTING ACTIVITIES		
Acquisition of assets	-	(107,642)
Proceeds from sale of assets	800	-
Deposits to security deposits	-	(4,693)
Withdrawals from security deposits	5,892	-
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>6,692</u>	<u>(112,335)</u>
FINANCING ACTIVITIES		
Advances (payments) on line of credit	-	(36,195)
Principal (payment) on long-term debt	(9,792)	(10,401)
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>(9,792)</u>	<u>(46,596)</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	162,646	(501,662)
CASH AND CASH EQUIVALENTS - JULY 1	<u>279,981</u>	<u>781,643</u>
CASH AND CASH EQUIVALENTS - JUNE 30	<u><u>\$ 442,627</u></u>	<u><u>\$ 279,981</u></u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW

Cash paid during the year for:

Interest	<u><u>\$ 4,258</u></u>	<u><u>\$ 2,980</u></u>

See accompanying independent auditors' report and management's notes to financial statements.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Community Action Partnership of Strafford County (CAP) is a 501(c)(3) private non-profit organization that works with community agencies, private businesses and local municipalities to assist low income residents in their efforts to become or remain financially and socially independent. Established in 1965 under provisions of the Equal Opportunity Act of 1964, the agency assists clients to meet their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter, and access to other services. Our mission: To educate, advocate and assist people in Strafford County to help meet their basic needs.

CAP is funded by Federal, State, county and local funds (13 cities and towns in Strafford County) as well as United Way grants, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. CAP administers a wide range of coordinated programs designed to have a measurable impact on poverty and health status among the most vulnerable residents: those under the age of six, the elderly, and those living in poverty. In addition to our administrative office located in Dover, CAP maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover, and Somersworth.

Basis of Presentation

The financial statements are prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States.

Inventory

Materials are valued at the lower of cost or market, using the first-in, first-out method.

Fixed Assets

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines.

Depreciation

Fixed Assets are depreciated over their estimated useful lives using the straight-line method.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In-Kind Contributions

Donated services are recognized as contributions if the services (1) create or enhance nonfinancial assets or require specialized skills, (2) are performed by people with those skills, and (3) would otherwise be purchased by the CAP. The requirements are different than the in-kind requirements of the CAP's grant awards.

Cash Equivalents

For the statement of cash flows, all unrestricted investment instruments with original maturities of three months or less are cash equivalents. The CAP had no cash equivalents at year end.

NOTE 2 - RISKS AND UNCERTAINTIES

Nature of Operations

The CAP is operated in a heavily regulated environment. The operations of the CAP are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Current Vulnerabilities Due to Certain Concentrations

The CAP maintains its cash balances at several financial institutions located in New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance CAP up to \$250,000. At December 31, 2012 and 2011, the CAP's uninsured balances totaled \$497,154 and \$415,247. In January 2010, the CAP entered into an agreement with the financial institutions to collateralize the balances in excess of \$250,000.

For the years ended December 31, 2012 and 2011, a large percentage of the CAP's revenues are from two contractors, the Federal Government and the State of New Hampshire Government. It is always considered to be at least reasonably possible that any contractor could be lost in the near term, but Management feels this risk is of no particular concern at this time.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 2 - RISKS AND UNCERTAINTIES (CONTINUED)

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Significant Estimates

None of the estimates used in preparing the financial statements are considered significant.

NOTE 3 - CONTRACTS RECEIVABLE

Contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to contracts receivable. The allowance for uncollectible accounts was estimated to be \$0 and \$0 at December 31, 2012 and 2011, respectively.

NOTE 4 - PLEDGED ASSETS

The following are the assets used as collateral:

All Assets	\$1,929,032

NOTE 5 - LINE OF CREDIT

The CAP had a revolving line of credit with a bank in the amount of \$150,000. The note was due on November 3, 2011, but was extended and then renewed on December 24, 2012 for a new expiration of November 30, 2013. Interest is stated at the prime plus 1%. The note is collateralized by all the assets of the CAP.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 6 - LONG-TERM DEBT

	<u>2012</u>	<u>2011</u>
7.5% mortgage payable to a financial institution in monthly installments for principal and interest of \$1,209 until May 2013 when the loan will be paid in full. The note is collateralized by a first mortgage lien and assignment of leases and rents on certain real estate of the Corporation.	\$ 34,050	\$ 43,842
Total long-term debt	<u>\$ 34,050</u>	<u>\$ 43,842</u>
Current portion	\$ 34,050	\$ 43,842
Long-term portion	<u>-</u>	<u>-</u>
	<u>\$ 34,050</u>	<u>\$ 43,842</u>

Principal maturities for long-term debt for the subsequent fiscal years from December 31, 2012, are as follows:

2013	\$ 34,050
2014	-
2015	-
2016	-
2017	-

NOTE 7 - UNRESTRICTED NET ASSETS

None of CAP's net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 8 - LEASE COMMITMENTS

Facilities occupied by the CAP for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2012 and 2011, the annual lease expense for the leased facilities was \$13,991 and \$30,782, respectively. Certain equipment is leased by the CAP under the terms of various operating leases.

The future minimum lease payments on the above leases for the years ending December 31 are as follows:

2013	\$ 14,630
2014	53
2015	-
2016	-
2017	-

NOTE 9 - RETIREMENT PLAN

The CAP maintains a voluntary contributory 403(b) plan for its employees who have completed one year of service with the CAP. The CAP matches 25% of employee contributions to the plan, to a maximum of 5% of salaries. Plan contributions are fully vested and non-forfeitable when contributions are made to the plan. Retirement plan contributions for the year ended December 31, 2012 and 2011 totaled \$15,055 and \$18,802, respectively.

NOTE 10 - FUNDRAISING EXPENSES

The fundraising expenses related to the fundraising revenues for December 31, 2012 and 2011 were \$1,271 and \$0, respectively.

NOTE 11 - CONTINGENCIES

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

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011**

NOTE 12 - INCOME TAXES

Community Action Partnership of Strafford County is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. It is also exempt from New Hampshire business enterprise tax.

The CAP is no longer subject to examinations by compliance authorities before 2009.

NOTE 13 - MANAGEMENT REVIEW

Management has reviewed subsequent events as of July 31, 2013, the date the financial statements were available to be issued. At that time, management determined that there were no material subsequent events.

Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited the financial statements of Community Action Partnership of Strafford County as of and for the year ended December 31, 2012, and have issued our report thereon dated July 31, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Community Action Partnership of Strafford County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control over financial reporting.

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

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Community Action Partnership of Strafford County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Community Action Partnership of Strafford County's response and, accordingly, we express no opinion on it

This report is intended solely for the information and use of the Board of Directors, management, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Ron L. Beaulieu & Co.

Portland, Maine
July 31, 2013

**Community Action Partnership
of Strafford County**

Single Audit Reports

December 31, 2012

Ron L. Beaulieu & Company
CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2012

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**INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS**

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited the financial statements of Community Action Partnership of Strafford County as of and for the year ended December 31, 2012, and have issued our report thereon dated July 31, 2013, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information such as the schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Ron L. Beaulieu & Co.

Portland, Maine
September 11, 2013

**COMMUNITY ACTION PARTNERSHIP OF STAFFORD COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED DECEMBER 31, 2012**

Federal Grantor Pass-Through Grantor Program Title or Cluster	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
Passed through State of New Hampshire Department of Education Child and Adult Care Food Program	10.558	4300-ZZZ	125,070
Summer Food Service Program For Children	10.559	4300-ZZZ	9,213
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Passed through City of Dover, New Hampshire Community Development Block Grant / Entitlement Grant	14.218	N/A	27,281
Passed through City of Rochester, New Hampshire Community Development Block Grant / Entitlement Grant	14.218	N/A	27,469
Total Program			<u>54,750</u>
Passed through State of New Hampshire Department of Health and Human Services Supportive Housing Program	14.235	010-092-7176-102-0145	62,602
Passed through Community Partners/Behavioral Health/Services Supportive Housing Program	14.235	N/A	14,366
Total Program			<u>76,968</u>
Passed through Belknap-Merrimack County, Inc. Lead Based Paint Control Grant in Privately-Owned Housing	14.900	N/A	47,068
U.S. DEPARTMENT OF LABOR			
Passed through Southern New Hampshire Services, Inc. WIA Cluster			
WIA Adult Program	17.258	1018853	89,020
WIA Dislocated Workers	17.278	1018853	46,416
Total Program			<u>135,436</u>
U.S. DEPARTMENT OF ENERGY			
Passed through State of New Hampshire Governor's Office of Energy & Community Services		01-02-024010-7706-074-	
Weatherization Assistance for Low-Income Persons	81.042	500587	114,534

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2012**

Federal Grantor Pass-Through Grantor Program Title or Cluster	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
ARRA - Weatherization Assistance for Low-Income Persons Total Program	81.042	010-002-0851-074-0587	487,245 <u>601,779</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Direct Program:			
Head Start Cluster:			
Head Start	93.600	01CH1366	2,172,991
ARRA - Early Head Start	93.709	01SH1366	81,277
Total Program			<u>2,254,268</u>
Passed through State of New Hampshire Division of Elderly and Adult Services Special Programs for the Aging-- Title III, Part B- Grants for Supportive Services and Senior Centers	93.044	010-048-7872-512-0352	44,651
Passed through State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health			
Temporary Assistance for Needy Families	93.558	05-95-45-450010-6146	13,427
Passed through Southern New Hampshire Services, Inc.			
Temporary Assistance for Needy Families	93.558	1024239	85,546
Total Program			<u>98,973</u>
Passed through State of New Hampshire Governor's Office of Energy & Planning			
		01-02-02-024010- 77050000-074- 500587	
Low-Income Home Energy Assistance	93.568		2,740,804
Passed through State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health			
Affordable Care Act - Maternal, Infant and Early Childhood Home Visiting	93.505	05-95-90-902010-5896	146,352
Social Services Block Grant	93.667	05-95-40-404010-5850	77,056
Maternal and Child Health Services Block Grant to the States	93.994	05-95-90-902010-5190	357
Passed through State of New Hampshire, DHHS, DFA Community Services Block Grant	93.569	010-045-7148-093-0415	445,384
TOTAL FEDERAL EXPENDITURES			<u><u>6,858,129</u></u>

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
DECEMBER 31, 2012**

NOTE 1- BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Community Action Partnership of Strafford County, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Partnership of Strafford County.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
DECEMBER 31, 2012**

All Federal Award Programs

FINDING 2011-1: Preparation of Financial Statements

Condition: Management is not having fiscal year-end financial statements prepared, in accordance with generally accepted accounting principles, in a timely fashion.

Recommendation: Implement a policy that will define a reasonable time period for having financial statements prepared.

Current Status: Management has established and followed an attainable policy to prepare financial statements in a timely manner.

FINDING 2011-2: Accounts Receivable

Condition: Management is not following documented policy to record revenues on the accrual basis of accounting.

Recommendation: Follow policy in fiscal procedures manual requiring approved billings to be processed in accounting system prior to sending them to the appropriate funding source.

Current Status: Management is recording receivables at the time they invoice the customer, and works in progress on a systematic basis throughout the year.

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

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2012. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

Report on Internal Control Over Compliance

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

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

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

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

Ron L. Beaulieu & Co.

Portland, Maine
September 11, 2013

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
DECEMBER 31, 2012**

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: unqualified

Internal control over financial reporting:

Significant deficiency disclosed ☐ yes ☒ no

Material weakness disclosed ☐ yes ☒ no

Material noncompliance disclosed ☐ yes ☒ no

Federal Awards

Internal control over major programs:

Significant deficiency disclosed ☐ yes ☒ no

Material weakness disclosed ☐ yes ☒ no

Type of auditors' report issued on compliance for major programs: unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133? ☐ yes ☒ no

Identification of major programs:

<u>Name of Federal Program</u>	<u>CFDA Number</u>
Weatherization Assistance For Low-Income Persons	81.042
Low-Income Home Energy Assistance Program	93.568
Affordable Care Act - Maternal, Infant and Early Childhood Home Visiting	93.505

Dollar threshold to distinguish between Type A and Type B programs: \$ 300,000

Auditee qualified as low-risk auditee? ☐ yes ☒ no

Section II - Financial Statement Findings

No Findings

Section III - Federal Award Findings and Questioned Costs

No Matters Reported



ATTACHMENT

2014 Board of Directors

Don Routhier, Chair
Jeni Mosca, Treasurer
David Terlemezian
Becky Sherburne
Lauren Berman
Lori Hults
Carrie DiGeorge
Jeannie Wilson

Jason Shute, Vice Chair
Colene Arnold, Secretary
Joe Bailey
Arianna Adams
Sunmayyab (Maya) Wylder
Andy Crone
Nicole Jordan

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130
Mailing address: P.O. Box 160, Dover, NH 03821-0160

Outreach Offices:

61 Locust Street, Dover 603-516-8126
527 Main Street, Farmington 603-516-8191

Head Start Centers:

62A Whittier Street, Dover 603-516-2300
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-516-2330
184 Maple St. Ext., Somersworth 603-817-5458

Community Action Partnership of Strafford County

Betsey Andrews Parker, MPH

Relevant Experience:

- Developed and awarded over \$2 million in state, private and federal grants for municipal emergency planning, drug free community initiatives, public health prevention and after school programs for Strafford County during tenure at Northern Strafford County Health and Safety Council.
- Grew American Red Cross Great Bay Chapter revenue and staff by 50% in two years; raised over \$100,000 a year in special events and major gifts; increased service delivery by 15%; and re-organized fiscal and operations of two failing chapters in the Red Cross system.
- Secured over \$170,000 in new business contracts for URS Corporation and promoted to manager after first year with company.
- Over ten years' experience as a nonprofit professional.

Work Experience:

Executive Director, Strafford County Community Action Committee, Dover, New Hampshire, 2010-present.

- Managed daily operations of a nonprofit organization including: finance, board and staff meetings, public relations, grant writing, staff supervision and program development.
- Responsibilities included: development and management of 9.7 million annual budget, coordination of 133 staff and ten offices, program delivery, development and special events, public relations, and donor management.

Homeland Security Public Health Practice Lead, URS Federal Services Inc., 2008 – 2010.

- Provide project support to develop, execute, and evaluate a series of Senior Action Officer Preparedness Exercises for the U.S. Department of Health and Human Services focusing on international pandemic influenza containment and response effort, anthrax, presidential transition, medical surge and other public health emergencies.
- Provide recommendations to higher-level Health and Human Services officials regarding proposals, actions, and reports relative to emergency preparedness.
- Revised International Pandemic Influenza Playbook, decision and briefing papers based on Pandemic Influenza Exercise series and H1N1 lessons learned.
- Work with complete spectrum of Government agencies and departments associated with Health and Human Services public health response activities.
- Developed Homeland Security compliant Do-It-Yourself training program for U.S. Department of Agriculture focusing on intentional contamination of the national school lunch program.
- Trainer and Public Health Subject Matter Expert, National League of Cities Crisis Management for Elected Officials Training Program.

Executive Director, Northern Strafford County Health & Safety Council, Rochester, NH, 2003 – 2008.

- Created a nonprofit organization with municipal and private partners to coordinate public health initiatives in Northern Strafford County. Organization became a best practice model for public health networks in NH.

Community Action Partnership of Strafford County

- Managed daily operations of a nonprofit organization including: finance, board and staff meetings, public relations, grant writing, staff supervision and program development.
- Grew organization from \$75,000 to over \$425,000 yearly operating budget with five full time staff.
- Awarded and managed Drug Free Communities grant for Rochester Substance Abuse Prevention coalition.
- Awarded and managed 21st Century After School program from the NH Department of Education.
- Developed bio-terrorism, volunteer management, risk communication, mass vaccine distribution and all health hazard emergency response plans for the six municipalities in Northern Strafford County.

Executive Director, American Red Cross Great Bay Chapter, Dover, New Hampshire, 2000-2003.

- Successfully merged Strafford and Seacoast Chapters integrating financial, program service, donors, and volunteers to create largest Chapter (geographic) and third largest fiscal operation in New Hampshire.
- Responsibilities included: development and management of \$580,000 annual budget, coordination of eight staff and two offices, program delivery for health and safety, emergency services, military outreach, and international services, development and special events, public relations, and donor management.
- Managed staff, volunteers, and operations during September 11th crisis including direct service to clients affected by 9/11, processing large-scale donations (in-kind and financial), and management of media.

Health Care Organizer, New Hampshire Citizen Alliance, Concord, NH, 1999-2000.

- Co-facilitator and developer of the Community Health Leaders Project. Responsible for policy analysis, meeting facilitation, preparing and giving testimony before New Hampshire Legislative committees and organizing of New Hampshire consumers to address state policy initiatives.

Consultant, Community Health Institute, Concord, NH, 1998-1999.

- Project Assistant for Turning Point: Collaborating for a New Century in Public Health funded by the Robert Wood Johnson and W.K. Kellogg Foundations. Project Assistant for New England Rural Health Roundtable. Data analysis for New Hampshire Kids Count 1998; assistant editor, designer and contributor of In the Public's Health research and application renewal of Primary Care Health Professional Shortage Area Designations and new Dental Health Professional Shortage Area Designations for the state of New Hampshire.

Education

Masters, Public Health, Boston University, 1998

BS, Health Management and Policy, New Hampshire University, 1995

Professional Societies/Affiliations

Endowment for Health Advisory Board

Rotary Club of Dover, Dover, New Hampshire

Elected to serve on the Dover City Council for Ward One from January 2000 to December 2002

MELISSA ADAMS

EXECUTIVE SUMMARY

Innovative and results-driven leader experienced in all aspects of non-profit management, program operations, grant writing, and contract management.

CORE COMPETENCIES

Non-profit Management

Event Planning / Fundraising

Contract Writing / Management

Fiscal Accountability

Grant / Proposal Writing

Public Speaking

Partnership Building

Program Development

Strategic Planning

PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY, Dover, NH

5/2012 - present

Child and Family Services Director

- ★ Responsible for administration of Head Start, Early Head Start, childcare, home visiting, and parent education programs in Strafford County.

EASTER SEALS NEW HAMPSHIRE, INC., Manchester, NH

4/2010 – 5/2012

Project Director & Grant Writer

- ★ Responsible for coordination of services for frail seniors in the community through the *Seniors Count* Coordination Initiative in collaboration with multiple partner agencies.
- ★ In collaboration with VP of Major Gifts and Planned Giving, conduct thorough research of foundation, corporate and individual donor prospects
- ★ Develop successful grant proposals and funding requests for programs and services with the majority of awards ranging from \$10,000 - \$50,000. Awaiting decision on recently submitted federal grant to Center for Medicare and Medicaid Innovation in excess of \$3 million.

EARLY LEARNING COALITION OF BREVARD CO., Rockledge, FL

8/2005 – 2/2010

Executive Director (continued as consultant through 6/2010)

- ★ Led the transition from shared administration with Healthy Start Coalition (see prior employment) to an independent organization in 2005.
- ★ Provided operational and fiscal management of \$32+ million budget ensuring adequate utilization of funding for subsidized child care and voluntary pre-kindergarten services, home visiting support services, provider training, and administrative costs.

- * Developed proposals and grant requests to secure annual local match funding through United Way, Community Development Block Grants (County and City), and foundations. Secured over \$225,000 in grants for FY 08.09 and \$300,000 for FY 09.10.
- * Ensured all state and federal requirements were adhered to and conducted quality assurance activities of internal programs and contracted agencies in relation to subsidized child care, voluntary pre-kindergarten, home visiting / parent education, and child care provider trainings.
- * Handled all aspects of RFP, contract negotiations, development and management.

HEALTHY START COALITION, FL:

6/2002 – 8/2005

Assistant Director (Brevard County)

- * Assessed the community's maternal and child health needs resulting in a 3-year service delivery plan.
- * Coordinated Annual Healthy Start and Early Intervention Training Conference. Secured national speakers, developed advertisement and maintained registration for attendees. Reached record attendance and funds raised (over \$20,000) in 2005.
- * Developed Invitations to Negotiate, conducted contract negotiations and performed quality assurance monitoring of contracted providers.
- * Hired as Executive Director for Early Learning Coalition upon Board approval to transition organization to independent organization.

Executive Director (Keys Region)

- * Provided fiscal management for organization including development of annual budget, procurement of additional funding sources (grants, contracts and fundraising activities).
- * Assessed the community's maternal and child health needs resulting in a 3-year service delivery plan. Prepared annual and quarterly reports to the Department of Health for all funded programs.
- * Ensured compliance with all program and operational requirements.
- * Led statewide efforts in promoting "Safe Haven for Newborns".

EASTER SEALS FLORIDA, KEYS REGION, Key West, FL

4/2000 – 6/2002

Director of Programs and Services

- * Directed and coordinated multiple programs including: Early Intervention Program, outpatient therapy clinic and child care center.
- * Compiled and prepared monthly data reports, statistics and monitored overall program and staff performance with state and local requirements.
- * Provided continuous community outreach to establish and maintain positive relationships with community agencies, providers and parents.
- * Developed and implemented comprehensive policy and procedures manual achieving the highest rate of compliance statewide for Early Intervention Program in 2002.

COACHLACE HEALTHCARE AND NURSING CENTER, Clinton, MA
Director of Recreation

9/1998 – 10/1999

INTEGRATED HEALTH SERVICES OF NEW HAMPSHIRE, Manchester, NH 6/1997 – 8/1998
Certified Occupational Therapist Assistant / Admissions Director

EDUCATION

CAPELLA UNIVERSITY (online)
Enrolled: *Masters in Business Administration*

MADISON UNIVERSITY (online)
Bachelor of Arts in Business Administration

BECKER COLLEGE, Worcester, MA
Associates of Science in Occupational Therapy

PROFESSIONAL DEVELOPMENT

UNIVERSITY OF NEW HAMPSHIRE:
Fundamentals of Grant Writing
Advanced Grant Writing

BLACKBAUD
The Raiser's Edge – Essentials Part I / Part II

CONFR (Council on Fund Raising)
Why Storytelling Matters

ENDOWMENT FOR HEALTH
Logic Model Training

Debra S. Meader

QUALIFICATIONS

- Extensive experience in social services, mostly involving families with young children
- Skilled in leadership, team building and forming positive client & community relations
- Strong communication skills, life-skills counseling and supervisory skills

EDUCATION

M.Ed. Counseling – University of New Hampshire, Durham, NH 1991

B.S.W. – Wheelock College, Boston, MA 1988

EXPERIENCE

Family Resources Manager Community Action Partnership of Strafford County 2/2013-present

Directs, oversees and assists Family Advocates and other staff, as needed and applicable, in outreach to, recruitment, selection of, and enrollment of children and families based on eligibility in the program, including those with special needs and disabilities.

CCR&R Program Manager White Mountain Community Health Center & 2006-2013 Lakes Region Community Services

Currently responsible for all aspects of operations of a child care resource & referral (ccr&r) program. This program serves all of Carroll County, New Hampshire. The contract through State of NH has been with two different agencies though I have remained consistent through both.

- Excel at accomplishing goals and requirements set forth by the contract as well as writing the RFP's required.
- Assist families with child care referrals and information/counseling to help them with important decision of accessing quality child care and financial assistance, if needed.
- Provide child care providers & programs trainings and technical assistance for their professional development requirements.
- Organize and lead a Child Care Directors Group, providing networking as well as leadership trainings.
- Active member of State CCR&R Network, providing leadership in our website committee and other committees and initiatives.

Welfare/General Assistance Director (part time) Town of Madison 2010-2012

- Administered the Town Municipality Welfare program following the State and Town guidelines.
- Met with families as needed seeking assistance and processed applications to determine eligibility.
- Provided limited case management as needed.

Umbrella Project Case Worker White Mountain Community Health Center 2004-2006

- Sought out uninsured children and gave assistance to families to apply for NH Healthy Kids insurance program and did outreach to the community to help decrease the high rate of uninsured children in the Carroll County area. Often met with families in their homes.
- Developed strong working relationships with schools, child care programs, doctors offices and other programs where young children and their families had contact.

- Achieved a significant increase in the numbers of children accessing health insurance

Debra S. Meader

Page 2

Therapeutic Foster Care Parent Casey Family Services 2002-2011

- Provided licensed therapeutic foster care to children ages 11-17 including both short term respite for numerous children and longer term care for two children in our home.
- Met all training and licensing requirements

Pediatric Social Worker White Mountain Community Health Center 2001-2004

- Provided support and resources to families through office and home visits.
- Participated in a multi-disciplinary team of a Physician, Nurse Practitioner, Nurse & Nutritionist
- Counseled children and families on variety of issues that affected their health and overall well- being.
- Implemented developmental screenings with young children and interpreted with parents the results and if needed, gave suggestions for activities to do and developmental milestones to look for as well as referrals to community services if needed
- Collaborated with many other agencies within the community on behalf of families.

Family Support Advocate & Program Director Lakes Region Community Services 1990-2000

- Progressed through a series of promotions, culminating in the responsibility of the coordination of an Early Intervention Program serving families with children birth – age 3 with developmental disabilities or delays.
- Developed strong community alliances with local/state agencies and community members
- Provided direct support services to families through home visits.
- Initiated a new home visiting counseling program to families experiencing difficulties.
- Oversaw a team of Family Aide providers providing in home services to families who were at high risk of abuse and/or neglect or had founded cases of abuse/neglect.
- Supervised team including a Physical, Occupational, and Speech therapist, Early Childhood Educator and Family Support Advocate who provided therapeutic interventions to the children and families in their homes.
- Oversaw the grant requirements and fiscal budget of both Family Aide & Early Intervention programs.
- Served on several community and interagency committees and workgroups.
- Worked closely with NH Division of Children Youth & Family staff as well as several other community agencies involved with families.

ADDITIONAL TRAINING

Granite State College – 2002-2004

Foster Care trainings including Grief & Loss, Guidance & Positive Discipline, Maintain Family Connectedness, Sexual Abuse & Safe Environments; Impact of Trauma on Child Development, Guiding Teens through NH Trails; Adolescent Development; CPR & First Aid Training

Child Care Administration Course 2006

**Community Action Partnership of Strafford County
Home Visiting New Hampshire - Healthy Families America**

DENISE M. LEPINE

PROFESSIONAL EXPERIENCE:

Community Action Partnership of Strafford County
Manager of Intake & Home Visiting Services

Dover, NH 01/2012-present

The HUB Family Resource Center

Manager of Intake & Home Visiting Services

Dover, NH 2007-12/2011

- Oversee home visiting programs
- Anticipate program needs and initiate appropriate actions to obtain resources and personnel to meet requirements.
- Responsible for the screening and administration of referrals for each program.
- Collect and complete individual reporting requirements for each program.
- Compose and amend work plans to achieve targeted performance measures.
- Arrange the implementation of the Watch Me Grow program.
- Provide supervision of home visiting staff.
- Track funds, access and authorize preventive child care.
- Work with business manager to ensure provisions for home visiting programs.
- Write grants and create logic models for programs.

Family Wellness Manager

- Home visit with our most vulnerable population who are at imminent risk for having a child placed in out of home care.
- Educate families in the areas of parenting, community resources, and communication with school systems.
- Responsible for the initial screening of referred families.
- Responsible for the supervision of Family Wellness and Intervention Specialist home visitors.
- Access and authorize payment for preventative child care.
- Update monthly, quarterly, and annual reports to the Department of Health and Human Services.

Family Empowerment Coordinator/Family Intervention Counselor

- Partner with participants to overcome barriers by linking them with resources, maximizing the supports already in place, and developing a success plan based on their needs assessment.
- Work with parents to build the communication skills needed to effectively participate in appointments for welfare services, school meetings, medical and mental health appointments, and scheduling healthy recreational and social activities for their children.
- Participate in community activities that focus on improving the quality of services to families, including the facilitation of parent support groups.

Strafford County Head Start Farmington, NH
Early Head Start Manager/Baby's Best Beginnings Coordinator

2001 - 2006

**Community Action Partnership of Strafford County
Home Visiting New Hampshire - Healthy Families America**

- Consult regularly with Executive Director, Human Resources Manager, content specialists, and state administrators to assure the meeting of mandated standards. Work in cooperation with management teams to resolve problems impacting efficiency and productivity of the organization.
- Launch the successful introduction and continued implementation of the Baby's Best Beginnings Program, part of the Home Visiting New Hampshire initiative.
- Anticipate program needs and initiate appropriate actions to obtain resources and personnel to meet requirements.
- Hire, train, and supervise the work performance of home visitors and teachers. Coordinate staff training and developmental programs. Participate in the annual performance reviews and long-term career planning.
- Lead the strategic planning and preparation of fiscal budget for the Baby's Best Beginnings Program.
- Draft confidential correspondence, weekly reports, and other communications.

The HUB Family Resource Center Dover, NH

1999- 2001

Family Advocate/Even Start Home Visitor

- Assist parents with obtaining their GED or high school diploma.
- Partner with parents to provide early literacy opportunities in the home.
- Conduct needs assessments, facilitate home visits, and provide parent education.
- Coordinate, refer, and advocate for all eligible services

EDUCATION: Bachelor of Arts-Social Work Magna cum Laude University of New Hampshire
1999

PROFESSIONAL DEVELOPMENT:

Circle of Security Certified	2010
NH Institute on Addictive Disorders – Substance Abuse Prevention Specialist	2009
Sexual Abuse Prevention Training	2009
Mental Health as Prevention Training	2008
New Hampshire's Children's Trust Fund Conference	2008
You Make the Difference Certification-Hanen Centre	2008
Domestic Violence Training	2007
Home Visitors Safety Training	2007
Creative Curriculum National Training	2005
National Zero to Three Conference	2002, 2003, 2004
National Head Start Conference	2001
Family Focus: Parenting the Young Child Certification	2001
Parents as Teachers Certification	2001

Community Action Partnership of Strafford County

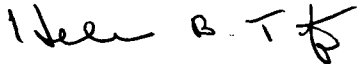
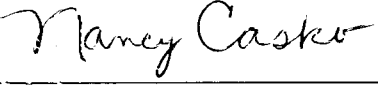
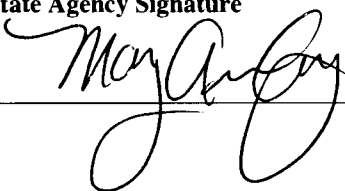
Key Personnel

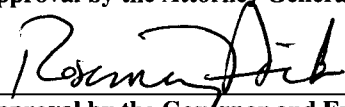
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Betsey Andrews Parker	Executive Director	\$101,000.00	0%	\$0
Melissa Adams	Child & Family Services Director	\$70,000.00	2.48%	\$3,545.00
Debra Meader	Family Resource Manager	\$43,576.00	6.65%	\$15,252.00
Denise Lepine	Program Supervisor	\$39,520.00	7.03%	\$17,784.00

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive Suite 12 Portsmouth NH 03801	
1.5 Contractor Phone Number (603) 422-8208	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Helen B. Taft, Executive Director/President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>4/29/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  My Commission Expires March 7, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace Nancy Caske, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: 	On: 6-3-14
1.18 Approval by the Governor and Executive Council	
By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

1125
 4/29/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 8:00 a.m.-5:00 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.1.1 All home visitors use the "Parents As Teachers" safety check list and the "Healthy Home Assessment" during initial visits.
 - 1.1.1.2 All staff use "Bright Futures", as a guide regarding appropriate health and immunization schedules.
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Provide help for families to enroll in Medicaid or the insurance exchange either at the office or in the family's home.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Provide preventive child care to families experiencing stress;
 - 1.1.3.2 Refer families to Rockingham Community Action as needed.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:
 - 1.1.4.1 Administer ASQ and ASQ-SE screenings during home visits;
 - 1.1.4.2 Refer to One Sky Developmental Services for Early Supports and Services;
 - 1.1.4.3 Collaborate with the L.E.N.D. program at UNH;
 - 1.1.4.4 Provide further Watch Me Grow Program training to staff through Child and Family Services.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Assess all families for domestic violence using the Relationship Tool. If a threat if indicated, the Contractor will:
 - 1.1.5.1.1 Help families develop safety plans;
 - 1.1.5.1.2 Refer families to a local domestic violence shelter if necessary.
 - 1.1.6 Family centered early childhood programs; the Contractor will refer families to:
 - 1.1.6.1 Head Start;
 - 1.1.6.2 Child Care Resource and Referrals; and
 - 1.1.6.3 Child care programs.
 - 1.1.7 Child development education; the Contractor will:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.7.1 Use Parents As Teachers curriculum for home visits;
- 1.1.7.2 Embed developmental education into playgroups and parent educator groups; and
- 1.1.7.3 Enlist professionals from the community to facilitate educational Questions and Answers related to healthy physical, emotional and mental development of children.
- 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Provide parents information for understanding the benefits of Early Supports and Services;
 - 1.1.8.2 Refer the child to an Early Supports and Services provider when a developmental delay has been identified in the child.
- 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider);
- 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Offer one-on-one family mentoring services for parents that are uncomfortable in groups or may not need long term home visiting;
 - 1.1.10.2 Work with families to improve their advocacy skill by:
 - 1.1.10.2.1 Accompanying them to school meetings;
 - 1.1.10.2.2 Accompanying them to medical appointments;
 - 1.1.10.2.3 Accompanying them to court hearings; and
 - 1.1.10.2.4 Modeling appropriate communication skills.
- 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
- 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Provide coaching and support to parents needing independent living skills training;
 - 1.1.12.2 Refer them to agencies such as:
 - 1.1.12.2.1 Vocational Rehabilitation;
 - 1.1.12.2.2 Granite State Independent Living; and
 - 1.1.12.2.3 New Hampshire Employment Program
- 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Help parents identify their short- and long-term goals when developing an Individualized Family Support Plan
 - 1.1.13.2 Support families in reaching their goals during subsequent home visits.
- 1.1.14 Life skills training; the Contractor will refer families to:
 - 1.1.14.1 Vocational Rehabilitation;
 - 1.1.14.2 Granite State Independent Living; and
 - 1.1.14.3 New Hampshire Employment Program.
- 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Encourage parents to read to their children;
 - 1.1.15.2 Give books to families when they enroll in a particular program and at holiday time.
 - 1.1.15.3 Refer parents for help with their own literacy skills to the local adult education program

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule;
- 1.1.17 Mental health services; when appropriate, the Contractor will refer families to:
 - 1.1.17.1 Seacoast Mental Health Center;
 - 1.1.17.2 Child and Family Services.
- 1.1.18 Oral health services; the Contractor will refer families to:
 - 1.1.18.1 Families First Dental Center;
 - 1.1.18.2 The Dental Van.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Accompany families for support and/or coordinate with outside service providers;
 - 1.1.19.2 Provide or arrange transportation so that families can attend medical appointments, parent education groups or court appearances.
- 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Offer one (1) to three (3) parenting classes per week;
 - 1.1.20.2 Offer a postpartum adjustment support group;
 - 1.1.20.3 Offer a "Parent Recharge" group for at-home parents; and
 - 1.1.20.4 Offer six (6) or seven(7) parent/child playgroups each week.
- 1.1.21 Parents As Teachers home visiting curriculum;
- 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Provide support and materials on smoking cessation and refer families to:
 - 1.1.22.1.1 Families First's behavioral health specialist;
 - 1.1.22.1.2 Local support groups; and
 - 1.1.22.1.3 Quitworks NH.
- 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Have the on-site substance abuse counselor meet with all prenatal clients;
 - 1.1.23.2 Have the on-site substance abuse counselor available to all home-visited clients;
 - 1.1.23.3 Screen all pregnant women using TWEAK;
 - 1.1.23.4 Provide information regarding Alcoholics Anonymous meetings
 - 1.1.23.5 Provide an Adolescent Substance Abuse Treatment Program for clients (children through age 24) receiving services through Child and Family Services.
- 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Provide information to families about the effects of trauma;
 - 1.1.24.2 Ensure families have access to advocacy services in an environment that is inclusive, welcoming, de-stigmatizing and not re-traumatizing.
- 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Refer all eligible women and children to WIC and provide or arrange transportation when needed.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Ensure that other social service programs and health care provider have information on hand to distribute to their clients;
 - 1.2.2 Have regular in-person, written and/or phone contact with staff at public housing complexes, shelters, Portsmouth Early Education Program, Vocational Rehabilitation, Seacoast Mental Health, school nurses, guidance counselor, special education departments, Community Developmental Services, Richie McFarland Children's Center, Child and Family Services, physicians, Portsmouth Regional Hospital and town Welfare Departments;
 - 1.2.3 Ensure staff participation on interagency coalitions and attend Community Resource Network Meetings;
 - 1.2.4 Provide program information through web sites; Facebook, Twitter; e-newsletters, flyers, targeted e-mail announcements, online directories and sending program announcements to newspapers and online calendars.
- 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Schedule visits at times convenient for parents;
 - 1.3.2 Provide family programs five (5) morning and two (2) evenings a week at the Community Campus in Portsmouth, and one (1) morning per week at the family public housing complex in Portsmouth and at sites in Epping and Exeter.
 - 1.3.2.1 Free child care is provided as needed.
- 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Continue to maintain one-on-one partnerships and referral protocols with other service providers;
 - 1.4.2 Meet with other agencies to share information about communitywide gaps in services;
 - 1.4.3 Continue to attend community resource network meeting;
 - 1.4.4 Research and identify places that can help families and connect with staff at any new places found.
- 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
 - 1.5.1 Have staff dedicated to identifying and pursuing grant funding opportunities and prospects from individuals and business donors.
- 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General and ASQ &ASQ-SE, for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided.
- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
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- 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.

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Exhibit A**



- 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
- 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
- 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
- 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
- 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
- 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
- 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.

- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
- 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
- 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
- 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
- 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
- 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
- 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:

- 2.1.1 Statistical reports that must detail:

- 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and
 - 2.1.1.10 Community impact of the services provided;
 - 2.1.1.11 Family income, composed of earned income and child support receipts;
 - 2.1.1.12 Number of families employed or in training;
 - 2.1.1.13 Number of families reporting housing destabilization;
 - 2.1.1.14 Number of expectant women and children receiving WIC services.

- 2.1.2 A narrative summary of the family services records.

- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:

- 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
- 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Families First of the Greater Seacoast

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$34,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ **Full Time** (31 or more hrs) ☐ **Half Time** (16-30 hrs/week) ☐ **Part Time** (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Em ail Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States,
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit B

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- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

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

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Comprehensive Support Services RFP #15-DHHS-OHS-DCYF-01
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015 (Revised April 21, 2014)

4/21/2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 81,065.00	\$ -	\$ 81,065.00	\$ 8,580.00	\$ -	\$ 8,580.00	\$ 72,486.00	\$ -	\$ 72,486.00
2. Employee Benefits	\$ 15,970.00	\$ -	\$ 15,970.00	\$ 1,680.00	\$ -	\$ 1,680.00	\$ 14,290.00	\$ -	\$ 14,290.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
6. Travel	\$ 3,184.00	\$ -	\$ 3,184.00	\$ 1,513.00	\$ -	\$ 1,513.00	\$ 1,671.00	\$ -	\$ 1,671.00
7. Occupancy	\$ 6,700.00	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements (see attached)	\$ 60,090.00	\$ 3,800.00	\$ 63,890.00	\$ 3,800.00	\$ 3,800.00	\$ 7,600.00	\$ 56,270.00	\$ -	\$ 56,270.00
Child & Family Services and CAP budgets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other - Purchase Program Assessment Tool	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
Administration Overhead	\$ -	\$ 5,746.00	\$ 5,746.00	\$ -	\$ 5,746.00	\$ 5,746.00	\$ -	\$ -	\$ -
TOTAL	\$ 172,960.00	\$ 9,546.00	\$ 182,506.00	\$ 26,653.00	\$ 9,546.00	\$ 36,199.00	\$ 146,307.00	\$ -	\$ 146,307.00

Indirect as a percentage of direct 5.5% 20%

Contractor's Initials 1 MS
Date 4/29/14

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

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Comprehensive Support Services RFP #15-DHHS-OHS-DCYF-01
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016 (Revised April 21, 2014)

4/21/2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 82,688.00	\$ -	\$ 82,688.00	\$ 8,752.00	\$ -	\$ 8,752.00	\$ 73,936.00	\$ -	\$ 73,936.00
2. Employee Benefits	\$ 18,093.00	\$ -	\$ 18,093.00	\$ 3,528.00	\$ -	\$ 3,528.00	\$ 14,565.00	\$ -	\$ 14,565.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,275.00	\$ -	\$ 1,275.00	\$ 1,275.00	\$ -	\$ 1,275.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,530.00	\$ -	\$ 1,530.00	\$ 1,530.00	\$ -	\$ 1,530.00	\$ -	\$ -	\$ -
6. Travel	\$ 3,248.00	\$ -	\$ 3,248.00	\$ 1,712.00	\$ -	\$ 1,712.00	\$ 1,536.00	\$ -	\$ 1,536.00
7. Occupancy	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements (see attached)	\$ 60,090.00	\$ 3,800.00	\$ 63,890.00	\$ 3,800.00	\$ 3,800.00	\$ 7,600.00	\$ 56,270.00	\$ -	\$ 56,270.00
Child & Family Services and CAP Budgets)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration Overhead	\$ -	\$ 6,050.00	\$ 6,050.00	\$ -	\$ 6,050.00	\$ 6,050.00	\$ -	\$ -	\$ -
TOTAL	\$ 175,424.00	\$ 9,850.00	\$ 185,273.00	\$ 29,117.00	\$ 9,850.00	\$ 38,967.00	\$ 146,307.00	\$ -	\$ 146,307.00

Indirect as a percentage of direct 5.6%

21%

Contractor's Initials

Date 4/29/14

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

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Comprehensive Support Services RFP #15-DHHS-OHS-DCYF-01

(Name of RFP)

Budget Period July 1, 2014 - June 30, 2015 (Revised April 21, 2014)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 81,066.00	\$ -	\$ 81,066.00	\$ 8,580.00	\$ -	\$ 8,580.00	\$ 72,486.00	\$ -	\$ 72,486.00
2. Employee Benefits	\$ 15,970.00	\$ -	\$ 15,970.00	\$ 1,690.00	\$ -	\$ 1,690.00	\$ 14,280.00	\$ -	\$ 14,280.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,250.00	\$ -	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 3,184.00	\$ -	\$ 3,184.00	\$ 1,513.00	\$ -	\$ 1,513.00	\$ 1,671.00	\$ -	\$ 1,671.00
8. Current Expenses	\$ 6,700.00	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements (see attached)	\$ 60,090.00	\$ 3,800.00	\$ 63,890.00	\$ 3,820.00	\$ 3,800.00	\$ 7,620.00	\$ 56,270.00	\$ -	\$ 56,270.00
Child & Family Services (and CAP budgets)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration Overhead	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
Other - Purchase Program Assessment Tool	\$ -	\$ 5,746.00	\$ 5,746.00	\$ -	\$ 5,746.00	\$ 5,746.00	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 172,960.00	\$ 9,546.00	\$ 182,506.00	\$ 26,653.00	\$ 9,546.00	\$ 36,199.00	\$ 146,307.00	\$ -	\$ 146,307.00

5.5%

20%

Indirect as a percentage of direct

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

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Comprehensive Support Services RFP #15-DHHS-OHS-DCYF-01

(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016 (Revised April 21, 2014)

		Total Program Cost			Contractor Share / Match			Funded by DHHS		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed		
1. Total Salary/Wages	\$ 82,688.00	\$ -	\$ 82,688.00	\$ 8,752.00	\$ -	\$ 8,752.00	\$ 73,936.00	\$ -	\$	
2. Employee Benefits	\$ 18,093.00	\$ -	\$ 18,093.00	\$ 3,528.00	\$ -	\$ 3,528.00	\$ 14,565.00	\$ -	\$	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Educational	\$ 1,275.00	\$ -	\$ 1,275.00	\$ 1,275.00	\$ -	\$ 1,275.00	\$ -	\$ -	\$	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Office	\$ 1,530.00	\$ -	\$ 1,530.00	\$ 1,530.00	\$ -	\$ 1,530.00	\$ -	\$ -	\$	
6. Travel	\$ 3,248.00	\$ -	\$ 3,248.00	\$ 1,712.00	\$ -	\$ 1,712.00	\$ 1,536.00	\$ -	\$	
7. Occupancy	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$	
12. Subcontracts/Agreements (see attached Child & Family Services and CAP budgets)	\$ 60,090.00	\$ 3,800.00	\$ 63,890.00	\$ 3,820.00	\$ 3,800.00	\$ 7,620.00	\$ 56,270.00	\$ -	\$	
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
Administration Overhead	\$ -	\$ 6,050.00	\$ 6,050.00	\$ -	\$ 6,050.00	\$ 6,050.00	\$ -	\$ -	\$	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	
TOTAL	\$ 175,424.00	\$ 9,850.00	\$ 185,273.00	\$ 29,117.00	\$ 9,850.00	\$ 38,967.00	\$ 146,307.00	\$ -	\$	
Indirect as a percentage of direct		5.6%			21%					

5.6%

21%

Indirect as a percentage of direct



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 fundors 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 fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Families First of the
Greater Seacoast

4/29/14
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director/President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Families First of the
Greater Seacoast*

4/29/14
Date

Helen B. Taft
Name: *Helen B. Taft*
Title: *Executive Director / President*



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Families First of the
Greater Seacoast

4/29/14
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director/President



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Families First of the
Greater Seacoast

4/29/14
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director/President



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: Families First of the
Greater Seacoast

4/29/14
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director/President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

(3) 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.

NH DHHS
The State

[Signature]
Signature of Authorized Representative

MARY Ann Conway
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

5/28/14
Date

Families First of the Greater Seacoast
Name of the Contractor

[Signature]
Signature of Authorized Representative

Helen B. Taft
Name of Authorized Representative

Executive Director / President
Title of Authorized Representative

4/29/14
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: Families First of the Greater Seacoast

4/29/14
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director / President

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 85-844-4581
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

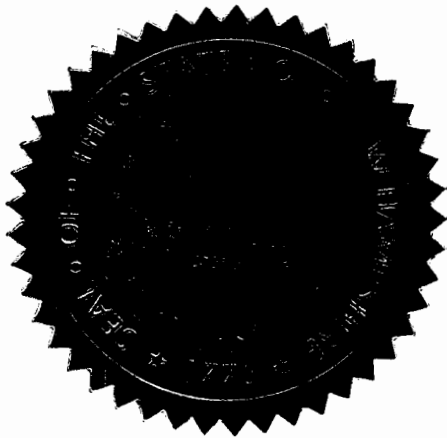
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2014

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

William M. Gardner
Secretary of State

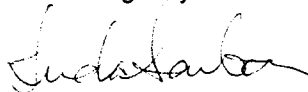
CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:

1. I am a duly elected Officer of Families First of the Greater Seacoast.
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 April 29, 2014:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of April 2014.
4. Helen B. Taft is the duly elected Executive Director/President of the Agency.



STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 29th day of April, 2014, by Linda Sanborn.


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: My Commission Expires March 7, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2014

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

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

PRODUCER Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	CONTACT NAME: Jennifer Reckmeyer PHONE (A/C No. Ext): (603) 926-7655 FAX (A/C No.): (603) 926-2135 E-MAIL ADDRESS: jennifer@tobeymerrill.com
INSURED Families First of the Greater Seacoast 100 Campus Dr Ste 12 Suite 12 Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity NAIC # 18333 INSURER B: Peerless Insurance Company 24198 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL141302577

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			BOP8358757	12/29/2013	12/29/2014	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			BA5375202	12/29/2013	12/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							Underinsured motorist \$ 1,000,000
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐			CU8353458	12/29/2013	12/29/2014	EACH OCCURRENCE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5055429	12/29/2013	12/29/2014	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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

B Lizotte CIC/DEB

Families First

support for families...health care for all

Mission Statement

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

Vision Statement

We envision a strong community that provides fully for the health and well-being of all its members.

Guiding Principles

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.

Families First of the Greater Seacoast

Financial Report

June 30, 2013

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Statements of Activities	4
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Statements of Functional Expenses	7
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Accessible
Approachable
Accountable

Independent Auditors' Report

To the Board of Directors
Families First of the Greater Seacoast
Portsmouth, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Families First of the Greater Seacoast (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Macpage LLC

30 Long Creek Drive, South Portland, ME 04106-2437 | 207-774-5701 | 207-774-7835 fax | cpa@macpage.com
One Market Square, Augusta, ME 04330-4637 | 207-622-4766 | 207-622-6545 fax

macpage.com

An Independently Owned Member, McGladrey Alliance

McGladrey Alliance is a premier affiliation of independent accounting and consulting firms. McGladrey Alliance member firms maintain their respective firm's autonomy and independence, and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.



To the Board of Directors
Families First of the Greater Seacoast

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Macpage

Augusta, Maine
November 5, 2013

Statements of Financial Position

June 30,

	2013	2012
ASSETS		
Current Assets		
Cash (note 2)	\$ 74,547	\$ 401,496
Cash, fiscal agent (note 9)	195	3,195
Grants receivable (note 3)	67,300	60,265
Accounts receivable, net (notes 1 and 4)	131,560	134,102
Current portion of pledges receivable (notes 1 and 5)	336,748	199,012
Other receivables (note 6)	26,620	52,998
Prepaid expenses	15,133	20,149
Total Current Assets	<u>652,103</u>	<u>871,217</u>
Non-Current Assets		
Pledges receivable, net of current (notes 1 and 5)		<u>108,301</u>
Property and Equipment, Net (Notes 1 and 7)	<u>247,992</u>	<u>336,726</u>
Investments		
Endowment (notes 8 and 19)	1,392,530	1,267,448
Board designated	66,360	62,409
Total Investments	<u>1,458,890</u>	<u>1,329,857</u>
Total Assets	<u>\$ 2,358,985</u>	<u>\$ 2,646,101</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 85,519	\$ 63,918
Accrued expenses	287,904	224,664
Amount due, fiscal agent (note 9)	195	3,195
Deferred revenue	24,476	113,574
Total Current Liabilities	<u>398,094</u>	<u>405,351</u>
Net Assets		
Unrestricted	177,628	622,628
Temporarily restricted (notes 8 and 12)	583,076	417,935
Permanently restricted (notes 8 and 13)	1,200,187	1,200,187
Total Net Assets	<u>1,960,891</u>	<u>2,240,750</u>
Total Liabilities and Net Assets	<u>\$ 2,358,985</u>	<u>\$ 2,646,101</u>

Statements of Activities

Year ended June 30,

	2013		
	Unrestricted	Temporarily Restricted	Permanently Restricted
PUBLIC SUPPORT AND REVENUES:			
Public Support			
Contributions	\$ 1,404,161	\$ 640,797	\$ 2,044,958
Grants and contracts	940,575		940,575
Total public support	2,344,736	640,797	2,985,533
Revenues			
Patient service revenue (note 11)	1,577,353		1,577,353
Provision for bad debt	(43,860)		(43,860)
Net patient service revenue	1,533,493		1,533,493
Investment income - endowment (note 8)		42,953	42,953
Investment income - board designated	2,322		2,322
Unrealized gain on investments - endowment (note 8)		135,824	135,824
Unrealized gain on investments - board designated	1,630		1,630
Miscellaneous	82,505		82,505
Total revenue	1,619,950	178,777	1,798,727
Public support and revenues	3,964,686	819,574	4,784,260
Net Assets Released from Restrictions	654,433	(654,433)	
TOTAL PUBLIC SUPPORT AND REVENUES	4,619,119	165,141	4,784,260
EXPENSES			
Program services	4,365,565		4,365,565
Management and general	540,959		540,959
Fundraising	157,595		157,595
Total expenses	5,064,119		5,064,119
CHANGE IN NET ASSETS	(445,000)	165,141	(279,859)
NET ASSETS, BEGINNING OF YEAR	622,628	417,935	\$ 1,200,187
NET ASSETS, END OF YEAR	\$ 177,628	\$ 583,076	\$ 1,200,187

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

Statements of Activities - Continued

Year ended June 30,

	2012			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	\$ 1,216,970	\$ 713,725		\$ 1,930,695
Grants and contracts	1,012,307			1,012,307
Total public support	2,229,277	713,725		2,943,002
Revenues				
Patient service revenue (note 11)	1,656,550			1,656,550
Provision for bad debt	(46,017)			(46,017)
Net patient service revenue	1,610,533			1,610,533
Investment income - endowment (note 8)		36,260		36,260
Investment income - board designated	2,046			2,046
Unrealized gain on investments - endowment (note 8)		(56,885)		(56,885)
Unrealized gain on investments - board designated	174			174
Miscellaneous	54,135			54,135
Total revenue	1,666,888	(20,625)		1,646,263
Public support and revenues	3,896,165	693,100		4,589,265
Net Assets Released from Restrictions	707,148	(707,148)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,603,313	(14,048)		4,589,265
EXPENSES				
Program services	3,944,736			3,944,736
Management and general	518,091			518,091
Fundraising	157,111			157,111
Total expenses	4,619,938			4,619,938
CHANGE IN NET ASSETS	(16,625)	(14,048)		(30,673)
NET ASSETS, BEGINNING OF YEAR	639,253	431,983	\$ 1,200,187	2,271,423
NET ASSETS, END OF YEAR	\$ 622,628	\$ 417,935	\$ 1,200,187	\$ 2,240,750

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

Statements of Cash Flows

Years ended June 30,

	2013	2012
Cash flows from operating activities		
Change in net assets	\$ (279,859)	\$ (30,673)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	98,920	108,863
Unrealized (gain) loss on investments	(137,454)	56,711
Provision for bad debt	43,860	46,017
(Increase) decrease in operating assets:		
Cash, fiscal agent	3,000	850
Grants receivable	(7,035)	22,587
Accounts receivable	(41,318)	(29,206)
Pledges receivable	(29,435)	(28,379)
Other receivable	26,378	(48,074)
Prepaid expenses	5,016	17,957
Increase (decrease) in operating liabilities:		
Accounts payable	21,602	17,103
Accrued expenses	63,240	6,714
Amount due, fiscal agent	(3,000)	(850)
Deferred revenue	(89,098)	63,574
Total adjustments	(45,324)	233,867
Net cash flows from operating activities	(325,183)	203,194
Cash flows from investing activities:		
Purchase of property and equipment	(10,186)	(72,899)
Net (purchase) proceeds from sale of investments	8,420	(6)
Net cash flows from investing activities	(1,766)	(72,905)
Net change in cash and cash equivalents	(326,949)	130,289
Cash and cash equivalents at beginning of year	401,496	271,207
Cash and cash equivalents at end of year	\$ 74,547	\$ 401,496

Statements of Functional Expenses

Year ended June 30, 2013

	Health Services		
	Primary Care	Dental	Homeless
Salaries	\$ 1,443,761	\$ 482,291	\$ 405,383
Payroll taxes/benefits	261,220	83,863	53,403
Professional fees/contract labor	223,716	17,482	73,160
Medical/laboratory costs	25,630	70,854	15,655
Physicians/dentists	170,970	28,710	33,538
Office	15,862	8,210	55,196
Miscellaneous	10,242	1,979	272
Travel	3,107	608	21,655
Conferences	10,587	924	883
Dues/publications	5,322	2,370	1,605
Depreciation	8,458	25,453	17,212
Rent (note 15)	63,613	9,424	3,534
Telephone	4,456	650	811
Postage	436	6	3
Insurance	38,883	8,058	5,665
Printing	3,274	480	405
Computer operations	58,889	14,049	14,701
Flexible funds			
Program expenses	49,054	5,949	6,361
	<u>\$ 2,397,480</u>	<u>\$ 761,460</u>	<u>\$ 709,441</u>

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

Statements of Functional Expenses - Continued

Year ended June 30, 2013

	Family Services	Total Program	Management & General	Fundraising	Total
Salaries	\$ 278,483	\$ 2,609,918	\$ 318,984	\$ 121,609	\$ 3,050,511
Payroll taxes/benefits	51,340	449,926	52,532	17,925	520,383
Professional fees/contract labor	40,185	354,543	33,968		388,511
Medical/laboratory costs		112,139			112,139
Physicians/dentists		233,218			233,218
Office	14,135	93,402	20,110	2,641	116,153
Miscellaneous	505	12,998	25,577	638	39,213
Travel	14,135	39,505	2,394	316	42,215
Conferences	1,607	14,001	994	2,893	17,888
Dues/publications	380	9,677	8,556	1,065	19,298
Depreciation	436	51,559	47,361		98,920
Rent (note 15)	41,231	117,802			117,802
Telephone	3,363	9,280	766		10,046
Postage	11	456	18,126	1,138	19,720
Insurance	6,523	59,129	7,099		66,228
Printing	860	5,019	1,206	7,639	13,864
Computer operations	13,109	100,748	2,907	727	104,382
Flexible funds	25,756	25,756			25,756
Program expenses	5,125	66,489	379	1,004	67,872
	<u>\$ 497,184</u>	<u>\$ 4,365,565</u>	<u>\$ 540,959</u>	<u>\$ 157,595</u>	<u>\$ 5,064,119</u>

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

Statements of Functional Expenses

Year ended June 30, 2012

	Health Services		
	Primary Care	Dental	Homeless
Salaries	\$ 1,167,150	\$ 442,369	\$ 403,576
Payroll taxes/benefits	155,715	53,062	57,001
Professional fees/contract labor	194,149	22,420	66,153
Medical/laboratory costs	22,614	72,576	17,014
Physicians/dentists	292,487	27,903	26,198
Office	16,215	9,342	42,946
Miscellaneous	34,499	6,385	296
Travel	3,441	949	16,110
Conferences	9,177	2,398	3,341
Dues/publications	4,350	990	635
Depreciation	14,243	24,246	16,582
Rent (note 15)	60,456	8,956	3,359
Telephone	5,874	901	7,204
Postage	158	7	4
Insurance	22,173	6,252	2,988
Printing	2,519	380	178
Computer operations	54,442	10,873	4,975
Flexible funds			
Program expenses	32,676	6,310	3,964
	<u>\$ 2,092,338</u>	<u>\$ 696,319</u>	<u>\$ 672,524</u>

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

Statements of Functional Expenses - Continued

Year ended June 30, 2012

	Family Services	Total Program	Management & General	Fundraising	Total
Salaries	\$ 279,155	\$ 2,292,250	\$ 301,477	\$ 118,836	\$ 2,712,563
Payroll taxes/benefits	37,820	303,598	46,117	20,836	370,551
Professional fees/contract labor	54,367	337,089	29,750	2,665	369,504
Medical/laboratory costs		112,204			112,204
Physicians/dentists		346,588			346,588
Office	9,177	77,680	21,034	2,592	101,306
Miscellaneous	626	41,806	22,952	3,091	67,849
Travel	13,441	33,941	2,629	233	36,803
Conferences	1,890	16,906	693		17,599
Dues/publications	24	5,999	8,201	10	14,210
Depreciation	436	55,507	53,356		108,863
Rent (note 15)	39,185	111,956			111,956
Telephone	4,207	18,186	1,873		20,059
Postage	13	182	18,585	814	19,581
Insurance	4,164	35,577	6,189		41,766
Printing	721	3,798	415	7,103	11,316
Computer operations	11,393	81,683	2,990	498	85,171
Flexible funds	22,936	22,936			22,936
Program expenses	3,900	46,850	1,830	433	49,113
	<u>\$ 483,555</u>	<u>\$ 3,944,736</u>	<u>\$ 518,091</u>	<u>\$ 157,111</u>	<u>\$ 4,619,938</u>

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

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Families First of the Greater Seacoast (the Organization) was organized in 1986 to provide health care services for pregnant low income women and teenagers. Since that time, it has expanded to include comprehensive medical and family support services for all family members, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs. A Board of Directors, consisting of members of the surrounding communities, directs long-term operations of the Organization, with an executive director handling day-to-day activities. The Organization is a Federally Qualified Health Center.

Basis of Presentation

The financial statements of the Organization have been prepared using the accrual method of accounting in accordance with professional standards. Under these standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Organization has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Organization. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Organization.

Use of Estimates

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

Net Patient Service Revenue

Revenue is recorded at the Organization's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see note 11).

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Grants and Contracts

The Organization receives funding from the federal Public Health Service Agency for its homeless and healthcare program under a Bureau of Primary Health Care (BPHC) grant program.

Support received under other grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Deferred Revenue

Deferred revenue represents grant and contract funds received for which grant and contract revenue has not been earned.

Contributions

Contributions, including pledges, are recognized as revenues in the period received or pledged. The Organization reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

An allowance for uncollectible pledges is provided based on historical experience and management's evaluation of outstanding pledges at the end of each year. As of June 30, 2013 and 2012, the allowance for uncollectible unconditional promises to give was \$2,000, respectively.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Investment Income

Income and net unrealized and realized gains or losses on investments of endowment and similar funds are reported as follows:

- as increases in temporarily restricted net assets if the terms of the gift impose restrictions on the use of the income; or
- as increases in permanently restricted net assets if the terms of the gift require that they be added to the principal of a permanent endowment fund; if not, they are reported as temporarily restricted net assets; or
- as increases in unrestricted net assets in all other cases.

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2013 and 2012, the allowance for doubtful accounts was \$52,289 and \$64,495, respectively.

In evaluating the collectibility of accounts receivable, the Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Organization's allowance for doubtful accounts for self-pay patients was decreased from 52 percent of self-pay accounts receivable at June 30, 2012, to 48 percent of self-pay accounts receivable at June 30, 2013. In addition, the Organization's self-pay write-offs decreased \$2,158 from \$46,017 for fiscal year 2012 to \$43,859 for fiscal year 2013. Both decreases were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2013. The Organization has not changed its charity care or uninsured discount policies during fiscal years 2013 and 2012. The Organization does not maintain a material allowance for doubtful accounts from third-party payors, nor did it have significant write-offs from third-party payors.

Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives ranging from three to thirty years.

Investments

Investments are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

The Organization's investment policy and spending policy for permanently restricted and board designated investments is as follows:

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Endowment Policy

- The primary investment objective for endowment funds is to preserve and protect assets by earning a total return appropriate for each account. In doing so, the Organization will consider each accounts time horizon, liquidity needs, risk tolerance, and restrictions.

Investment Objectives

- The Finance Committee of the Board of Directors has authorized the investment advisor to invest in portfolios of equity securities, fixed income securities, and short-term (cash) investments.
- Within the fixed income portfolio, the majority of assets should be investment grade or better, with below investment grade exposure not to exceed 15%.
- Endowment funds designated for restriction by the Board of Directors will maintain a mix of 20%-40% equity securities, 10%-35% fixed income securities, and 0%-20% short-term investments. Donor restricted funds will maintain a mix of 10%-35% equity securities, 65%-80% fixed income securities, and 0%-20% short-term investments.
- The investment advisor will maintain reasonable diversification at all times. Equity positions of any one company may not exceed 5% of the portfolio, nor shall the portfolio have more than 25% of the entire portfolio in any one sector.
- The Finance Committee will meet with the investment advisor no less than annually to review performance, investment objectives, and asset allocation.

Spending Policy

- The Board of Directors has established an endowment spending policy of appropriating for distribution each year 5% of the endowment fund's average fair market value over the prior 20 quarters.

Income Taxes

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for federal income taxes has been made. The Organization is not classified as a private foundation.

Management evaluated the Organization's tax positions and concluded that the Organization had taken no uncertain tax positions that required adjustment to the financial statements. When necessary, the Organization accounts for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. The Organization does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next twelve months. The Organization is subject to U.S. federal and state examinations by tax authorities for years ending June 30, 2010 through June 30, 2013.

Functional Expenses

The expenses of providing the various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Organization uses various methods, including market, income and cost approaches. Based on these approaches, the Organization often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Organization is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.
- Level 2 – Observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data.
- Level 3 – Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the years ended June 30, 2013 and 2012, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

Investment Securities

The fair value of investment securities is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument (see note 19).

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Recently Adopted Accounting Pronouncements

Effective July 1, 2012, the Center adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities*, which amends the current presentation and disclosure requirements for health care entities that recognize significant amounts of patient service at the time the services are rendered without assessing the patient's ability to pay. This guidance requires health care entities to reclassify the provision for bad debts from an operating expense to a deduction from patient service revenues. In addition, this guidance requires more disclosure on the policies for recognizing revenue, assessing bad debts, as well as quantitative and qualitative information regarding changes in the allowance for doubtful accounts. This guidance is applied retrospectively to all prior periods presented and is effective for the first annual period ending June 30, 2013. The adoption of this guidance did not have a material impact on the Organization's financial statements.

Reclassifications

Certain reclassifications have been made to the 2012 amounts to conform to the 2013 presentation. There was no effect on previously reported change in net assets.

NOTE 2 - CASH AND CASH EQUIVALENTS

The Organization maintains cash balances at two local financial institutions. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization has established a policy where excess cash is transferred between accounts at separate financial institutions to maintain balances within FDIC insured limits.

NOTE 3 - GRANTS RECEIVABLE

Grants receivable as presented on the statements of financial position represent payment due on grants from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2013 and 2012.

NOTE 4 - ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30 was as follows:

	2013	2012
Medicaid	\$ 44,717	\$ 58,179
Medicare	26,174	21,326
Private insurance	37,850	39,601
Patients	70,978	67,165
Other	4,130	12,326
	183,849	198,597
Less: allowance for doubtful accounts	(52,289)	(64,495)
	<u>\$131,560</u>	<u>\$134,102</u>

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 5 - PLEDGES RECEIVABLE

Pledges receivable, net of allowance for uncollectible pledges, are summarized as follows at June 30:

	2013	2012
Miscellaneous private donors	\$338,248	\$307,313
Endowment promises	<u>500</u>	<u>2,000</u>
	338,748	309,313
Less allowance for uncollectible promises to give	<u>(2,000)</u>	<u>(2,000)</u>
	<u>\$336,748</u>	<u>\$307,313</u>
Amounts due in:		
Less than one year	\$336,748	\$199,012
One to five years	<u>-</u>	<u>108,301</u>
	<u>\$336,748</u>	<u>\$307,313</u>

The discount rate was not material and, therefore, not applied in 2013 or 2012.

NOTE 6 – OTHER RECEIVABLES

The Organization renders services to individuals who are beneficiaries of the Federal Medicare and Medicaid programs. Charges for services to beneficiaries of these programs were billed to the Medicare and Medicaid intermediary. Settlements for differences between the interim rates paid by Medicare and the Organization's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from Medicare are reflected in the accompanying financial statements as other receivables and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered. Any adjustments to the estimates are recorded as adjustments to patient service revenue in the year of final determination. For years prior to July 1, 2011, the Organization was also required to file Medicaid cost reports. All outstanding Medicaid cost settlements are final.

NOTE 7 - PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2013	2012
Equipment	\$615,461	\$605,275
Furniture and fixtures	44,178	44,178
Leasehold improvements	<u>179,031</u>	<u>179,031</u>
	838,670	828,484
Less: accumulated depreciation	<u>(590,678)</u>	<u>(491,758)</u>
	<u>\$247,992</u>	<u>\$336,726</u>

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 8 - INVESTMENTS - ENDOWMENT

The Organization's Board of Directors has interpreted state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent donor stipulations to the contrary. Accordingly, the Organization classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization.

Investments are reported at their fair value in the statements of financial position and consisted of the following at June 30:

	2013	2012
Mutual funds	<u>\$1,392,530</u>	<u>\$1,267,448</u>

Unrealized gains and losses are included in the change in net assets. Investment income consisted of the following for the years ended June 30:

	2013	2012
Interest and dividends	\$ 9,222	\$13,078
Realized gains	<u>33,731</u>	<u>23,182</u>
	<u>\$42,953</u>	<u>\$36,260</u>

Endowment net assets by type of fund as of June 30, 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Donor restricted endowment funds		\$192,509	\$1,200,021	\$1,392,530
Pledges receivable		-	166	166
Totals		<u>\$192,509</u>	<u>\$1,200,187</u>	<u>\$1,392,696</u>

Endowment net assets by type of fund as of June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Donor restricted endowment funds		\$67,427	\$1,200,021	\$1,267,448
Pledges receivable		-	166	166
Totals		<u>\$67,427</u>	<u>\$1,200,187</u>	<u>\$1,267,614</u>

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 8 - INVESTMENTS - ENDOWMENT - CONTINUED

Changes in endowment net assets as of June 30, 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Beginning of year		\$ 67,427	\$1,200,187	\$1,267,614
Investment return:				
Additions		1,000		1,000
Investment income		42,953		42,953
Net appreciation		135,824		135,824
Release of funds		(54,695)	-	(54,695)
Totals		<u>\$192,509</u>	<u>\$1,200,187</u>	<u>\$1,392,696</u>

Changes in endowment net assets as of June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Beginning of year		\$127,360	\$1,200,187	\$1,327,547
Investment return:				
Investment income		36,260		36,260
Net depreciation		(56,885)		(56,885)
Release of funds		(39,308)	-	(39,308)
Totals		<u>\$ 67,427</u>	<u>\$1,200,187</u>	<u>\$1,267,614</u>

NOTE 9 - AMOUNT DUE - FISCAL AGENT

The Organization acts as fiscal agent for fundraisers supporting the Billy Cheverie Memorial Scholarship Fund. During the years ended June 30, 2013 and 2012, the Organization had received \$6,000 and \$3,650, respectively, from event proceeds and had paid \$9,000 and \$4,500, respectively, in scholarships, donations, and other administrative expenses. The remaining \$195 and \$3,195 as of June 30, 2013 and 2012, respectively, is included in the statements of financial position as a current asset (cash, fiscal agent) and current liability (amount due, fiscal agent).

NOTE 10 - LINE OF CREDIT

The Organization has a \$250,000 commercial line of credit with TD Banknorth. The interest rate is variable at the Wall Street Journal prime rate (3.25% at June 30, 2013 and 2012, respectively) until May 23, 2014. The line is secured by all business assets of the Organization excluding the permanently restricted funds. Available credit on the line at June 30, 2013 and 2012 was \$250,000, respectively.

NOTE 11 - PATIENT SERVICE REVENUE

The Organization recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. It recognizes significant amounts of patient service revenue at the time services are rendered even though it does not assess the patient's ability to pay. For uninsured patients who do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Accordingly, the Organization records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 11 - PATIENT SERVICE REVENUE – CONTINUED

Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

	2013	2012
Gross patient service charges	\$3,135,768	\$3,031,729
Contractual adjustments	(205,230)	(56,960)
Charity care	(1,353,185)	(1,318,219)
Patient service revenue	<u>\$1,577,353</u>	<u>\$1,656,550</u>

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Organization uses federally established poverty guidelines. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Organization determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2013 and 2012 were approximately \$1,830,000 and \$1,690,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are charged off to provision for bad debt.

NOTE 12 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30:

	2013	2012
Unrestricted pledges receivable	\$337,248	\$307,313
Endowment gains	192,509	67,427
Dental and homeless programs	29,598	23,131
Parenting program	1,000	1,962
Behavioral health services	500	1,750
Other	<u>22,221</u>	<u>16,352</u>
	<u>\$583,076</u>	<u>\$417,935</u>

NOTE 13 - PERMANENTLY RESTRICTED NET ASSETS

During the year ended June 30, 1999, the Organization established a permanently restricted endowment fund as a result of a donor changing their intent on a previous contribution.

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 13 - PERMANENTLY RESTRICTED NET ASSETS - CONTINUED

During the year ended June 30, 2004, the Organization received a challenge contribution from a donor. The donor stipulated that the funds were to be added to the Organization's permanently restricted endowment fund and that the annual interest earned was available for current operations. In conjunction with receipt of this contribution, the Organization conducted a capital campaign. Donors were advised that contributions received would be added to the endowment fund and that 100% of the annual income would be available for current operations.

As of June 30, 2013 and 2012, permanently restricted net assets consisted of investments with a carrying value of \$1,200,021 and unconditional promises to give of \$166.

NOTE 14 - DONATED SERVICES

The Organization received various donated supplies and services during the years ended June 30, 2013 and 2012. Donated supplies and services are recorded at their estimated fair values on the date of receipt. In-kind contributions are included in contributions in the statements of activities and in-kind expenses are included in the corresponding functional expense line in the statements of functional expenses. Donated supplies and services consisted of the following for the years ended June 30:

	2013	2012
Professional physician and dental services	\$ 56,313	\$ 79,145
Medical supplies and vaccines	136,320	112,222
Volunteer services	<u>92,407</u>	<u>109,027</u>
	<u>\$285,040</u>	<u>\$300,394</u>

NOTE 15 - LEASES

The Organization rents space for all its programs under terms of a three year lease. Monthly rent was \$9,896 for the first seven months of the current year; the monthly rent increased to \$10,009 for the remainder of the current year, and rent paid was \$117,802 and \$111,956 for the years ended June 30, 2013 and 2012, respectively. The current lease term expires on October 31, 2015 with monthly payments ranging from \$9,896 to \$10,009. Lease expense includes a charge per square foot for utilities and housekeeping services.

The Organization leases office equipment under terms of noncancellable operating leases expiring at various times. Lease expenses, included in office expense, were \$11,762 and \$12,216 during the years ended June 30, 2013 and 2012, respectively.

Minimum lease payments under terms of the current leases are as follows as of June 30:

2014	\$124,223
2015	<u>41,638</u>
	<u>\$165,861</u>

NOTE 16 - PENSION PLAN

The Organization sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2013 and 2012.

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 17 - FUNCTIONAL EXPENSES

The Organization's principle programs are as follows:

Primary Care Program

The purpose of this program is to provide comprehensive medical care to families of the community on a sliding fee scale basis. Services provided include well and sick child care, immunizations, adult care, laboratory testing, social services and counseling, substance abuse counseling and smoking cessation programs.

This program provides access to comprehensive prenatal care. Pregnant women who live at 185% of poverty level or below, and all teens, who reside in the community are eligible to participate in this program. Some of the services provided are medical care, laboratory testing, infant delivery, social services and counseling, nutritional counseling, childbirth, breastfeeding and parenting education, substance abuse counseling and smoking cessation programs.

This program also includes a medication assistance program, which provides uninsured and under-insured patients with vouchers to obtain low cost short-term prescriptions and helps the patients enroll for assistance from pharmaceutical companies to obtain long-term medication for chronic conditions.

Dental Program

This program provides access to comprehensive dental health services to families of the community on a sliding scale basis. Services include oral health screening, preventative and restorative care.

Homeless Program

This program provides a healthcare access point that includes medical and dental care for individuals and families experiencing or on the verge of homelessness in a two county area of New Hampshire. A mobile healthcare team provides outreach and health services to individuals and families unable to receive these services in a more traditional health care setting.

Family Support Programs

These programs were designed to strengthen and support families. Families, who reside in Rockingham County, or Eliot, York and Kittery, Maine, regardless of income, are eligible to participate in these programs. Services provided include volunteer parent aide program, drop-in family support center, parenting classes, mothers' support groups, fathers' support programs, parent/toddler playgroups, children's activity groups, and a monthly newsletter to provide information about available resources for families.

Family Resource and Support (DCYF)

The Family Resource and Support Program provides home based family support services and child care coordination and payment.

Notes to Financial Statements

June 30, 2013 and 2012

NOTE 18 - RISKS AND UNCERTAINTIES

The Organization invests in various investment securities and money market funds. Due to the level of risk associated with investments, it is reasonably possible that changes in the value of investments will occur in the near term and that such changes could materially affect the amount reported in the statements of financial position.

NOTE 19 - FAIR VALUE MEASUREMENT

Fair values of assets measured on a recurring basis at June 30, 2013 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	\$ 200,963	\$156,107	\$ 44,856	
Problend Maximum Term Series Fund	474,600	354,724	119,876	
Problend Extended Term Series Fund	<u>783,327</u>	<u>374,210</u>	<u>409,117</u>	
Totals	<u>\$1,458,890</u>	<u>\$885,041</u>	<u>\$573,849</u>	

Fair values of assets measured on a recurring basis at June 30, 2012 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	\$ 206,050	\$158,255	\$ 47,795	
Problend Maximum Term Series Fund	412,653	307,127	105,526	
Problend Extended Term Series Fund	<u>711,154</u>	<u>378,287</u>	<u>332,867</u>	
Totals	<u>\$1,329,857</u>	<u>\$843,669</u>	<u>\$486,188</u>	

NOTE 20 - EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 5, 2013, the date the financial statements were available to be issued.

Families First of the Greater Seacoast

Financial Report

June 30, 2012

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Independent Auditors' Report

To The Board of Directors
Families First of the Greater Seacoast
Portsmouth, New Hampshire

We have audited the accompanying statements of financial position of Families First of the Greater Seacoast (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Macpage LLC

Augusta, Maine
November 13, 2012

Macpage LLC

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Statements of Financial Position

June 30,

	2012	2011
ASSETS		
Current Assets		
Cash (note 2)	\$ 401,496	\$ 271,207
Cash, fiscal agent (note 9)	3,195	4,045
Grants receivable (note 3)	60,265	82,852
Accounts receivable, net (notes 1 and 4)	134,102	150,913
Current portion of pledges receivable (notes 1 and 5)	199,012	209,024
Other receivables (note 6)	52,998	4,924
Prepaid expenses	20,149	38,106
Total Current Assets	871,217	761,071
Non-Current Assets		
Pledges receivable, net of current (notes 1 and 5)	108,301	69,910
Property and Equipment, Net (Notes 1 and 7)	336,726	372,690
Investments		
Endowment (note 8)	1,267,448	1,326,371
Board designated	62,409	60,191
Total Investments	1,329,857	1,386,562
Total Assets	\$ 2,646,101	\$ 2,590,233
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 63,918	\$ 46,815
Accrued expenses	224,664	217,950
Amount due, fiscal agent (note 9)	3,195	4,045
Deferred revenue	113,574	50,000
Total Current Liabilities	405,351	318,810
Net Assets		
Unrestricted	622,628	639,253
Temporarily restricted (notes 8 and 12)	417,935	431,983
Permanently restricted (notes 8 and 13)	1,200,187	1,200,187
Total Net Assets	2,240,750	2,271,423
Total Liabilities and Net Assets	\$ 2,646,101	\$ 2,590,233

See independent auditors' report.

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

Statements of Activities

Year ended June 30,

	2012			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	\$ 609,023	\$ 713,725		\$ 1,322,748
Grants and contracts	1,620,254			1,620,254
Total public support	2,229,277	713,725		2,943,002
Revenues				
Net patient service revenue (note 11)	1,656,550			1,656,550
Investment income - endowment (note 8)		36,260		36,260
Investment income - board designated	2,046			2,046
Unrealized loss on investments - endowment		(56,885)		(56,885)
Unrealized gain on investments - board designated	174			174
Miscellaneous	54,135			54,135
Total revenue	1,712,905	(20,625)		1,692,280
Public support and revenues	3,942,182	693,100		4,635,282
Net Assets Released from Restrictions	707,148	(707,148)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,649,330	(14,048)		4,635,282
EXPENSES				
Program services	3,990,753			3,990,753
Management and general	518,091			518,091
Fundraising	157,111			157,111
Total expenses	4,665,955			4,665,955
CHANGE IN NET ASSETS	(16,625)	(14,048)		(30,673)
NET ASSETS, BEGINNING OF YEAR	639,253	431,983	\$ 1,200,187	2,271,423
NET ASSETS, END OF YEAR	\$ 622,628	\$ 417,935	\$ 1,200,187	\$ 2,240,750

See independent auditors' report.

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

Statements of Activities - Continued

Year ended June 30,

	2011			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	\$ 1,130,095	\$ 582,853		\$ 1,712,948
Grants and contracts	1,243,227			1,243,227
Total public support	2,373,322	582,853		2,956,175
Revenues				
Net patient service revenue (note 11)	1,632,887			1,632,887
Investment income - endowment (note 8)		17,375		17,375
Investment income - board designated	2,506			2,506
Unrealized gain on investments - endowment	69,991	160,336		230,327
Unrealized gain on investments - board designated	3,492			3,492
Miscellaneous	35,855			35,855
Total revenue	1,744,731	177,711		1,922,442
Public support and revenues	4,118,053	760,564		4,878,617
Net Assets Released from Restrictions	580,648	(580,648)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,698,701	179,916		4,878,617
EXPENSES				
Program services	3,930,087			3,930,087
Management and general	524,345			524,345
Fundraising	165,991			165,991
Total expenses	4,620,423			4,620,423
CHANGE IN NET ASSETS	78,278	179,916		258,194
NET ASSETS, BEGINNING OF YEAR	560,975	252,067	\$ 1,200,187	2,013,229
NET ASSETS, END OF YEAR	\$ 639,253	\$ 431,983	\$ 1,200,187	\$ 2,271,423

See independent auditors' report.

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

Statements of Cash Flow

Years ended June 30,

	2012	2011
Cash flows from operating activities		
Change in net assets	\$ (30,673)	\$ 258,194
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	108,863	90,201
Unrealized (gain) loss on investments	56,711	(233,819)
Bad debt expense	46,017	41,321
(Increase) decrease in operating assets:		
Cash, fiscal agent	850	1,300
Grants receivable	22,587	33,755
Accounts receivable	(29,206)	(54,022)
Pledges receivable	(28,379)	(54,168)
Other receivable	(48,074)	18,822
Prepaid expenses	17,957	(19,603)
Increase (decrease) in operating liabilities:		
Accounts payable	17,103	13,217
Accrued expenses	6,714	(28,290)
Amount due, fiscal agent	(850)	(1,300)
Deferred revenue	63,574	26,839
Total adjustments	233,867	(165,747)
Net cash flows from operating activities	203,194	92,447
Cash flows from investing activities:		
Purchase of property and equipment	(72,899)	(172,896)
Net (purchase) proceeds from sale of investments	(6)	40,618
Net cash flows from investing activities	(72,905)	(132,278)
Net change in cash and cash equivalents	130,289	(39,831)
Cash and cash equivalents at beginning of year	271,207	311,038
Cash and cash equivalents at end of year	\$ 401,496	\$ 271,207

See independent auditors' report.

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

Statements of Functional Expenses

Year ended June 30, 2012

	Health Services			
	Primary Care	Substance Abuse	Dental	Homeless
Salaries	\$ 1,151,153	\$ 15,997	\$ 442,369	\$ 403,576
Payroll taxes/benefits	154,474	1,241	53,062	57,001
Professional fees/contract labor	192,759	1,390	22,420	66,153
Medical/laboratory costs	22,614		72,576	17,014
Physicians/dentists	292,487		27,903	26,198
Office	16,215		9,342	42,946
Miscellaneous	34,499		6,385	296
Bad debt expense	37,070		8,912	35
Travel	3,441		949	16,110
Conferences	9,177		2,398	3,341
Dues/publications	4,350		990	635
Depreciation	14,243		24,246	16,582
Rent	60,456		8,956	3,359
Telephone	5,874		901	7,204
Postage	158		7	4
Insurance	22,173		6,252	2,988
Printing	2,519		380	178
Computer operations	54,442		10,873	4,975
Flexible funds				
Program expenses	32,676		6,310	3,964
	<u>\$ 2,110,780</u>	<u>\$ 18,628</u>	<u>\$ 705,231</u>	<u>\$ 672,559</u>

See independent auditors' report.

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

Statements of Functional Expenses - Continued

Year ended June 30, 2012

	Family Services		Total Program	Management & General	Fundraising	Total
	Family Support	Family Resource & Support (DCYF)				
Salaries	\$ 203,891	\$ 75,264	\$ 2,292,250	\$ 301,477	\$ 118,836	\$ 2,712,563
Payroll taxes/benefits	30,589	7,231	303,598	46,117	20,836	370,551
Professional fees/contract labor	54,367		337,089	29,750	2,665	369,504
Medical/laboratory costs			112,204			112,204
Physicians/dentists			346,588			346,588
Office	9,177		77,680	21,034	2,592	101,306
Miscellaneous	626		41,806	22,952	3,091	67,849
Bad debt expense			46,017			46,017
Travel	8,616	4,825	33,941	2,629	233	36,803
Conferences	1,990		16,906	693		17,599
Dues/publications	24		5,999	8,201	10	14,210
Depreciation	436		55,507	53,356		108,863
Rent	37,085	2,100	111,956			111,956
Telephone	4,207		18,186	1,873		20,059
Postage	13		182	18,585	814	19,681
Insurance	4,164		35,577	6,189		41,766
Printing	721		3,798	415	7,103	11,316
Computer operations	11,393		81,683	2,990	498	85,171
Flexible funds	22,936		22,936			22,936
Program expenses	3,900		46,850	1,830	433	49,113
	<u>\$ 394,135</u>	<u>\$ 89,420</u>	<u>\$ 3,990,753</u>	<u>\$ 518,091</u>	<u>\$ 157,111</u>	<u>\$ 4,665,955</u>

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year ended June 30, 2011

	Health Services			
	Primary Care	Substance Abuse	Dental	Homeless
Salaries	\$ 1,142,445	\$ 22,199	\$ 484,898	\$ 370,894
Payroll taxes/benefits	171,746	2,104	70,956	46,582
Professional fees/contract labor	141,095	225	18,700	43,747
Medical/laboratory costs	21,375		79,180	7,642
Physicians/dentists	278,992		44,825	16,936
Office	10,447		8,679	34,312
Miscellaneous	6,021		1,136	270
Bad debt expense	27,436		13,885	
Travel	1,800		857	10,386
Conferences	7,978		2,006	139
Dues/publications	3,346		890	765
Depreciation	15,188		22,100	15,774
Rent	57,372	792	8,616	3,231
Telephone	6,374		946	7,546
Postage	67			9
Insurance	22,058		5,938	4,123
Printing	4,246		689	319
Computer operations	44,952		10,030	4,554
Flexible funds				
Program expenses	28,702		6,181	3,832
	<u>\$ 1,991,640</u>	<u>\$ 25,320</u>	<u>\$ 780,512</u>	<u>\$ 571,061</u>

See independent auditors' report.

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

Statements of Functional Expenses - Continued

Year ended June 30, 2011

	Family Services		Total Program	Management & General	Fundraising	Total
	Family Support	Family Resource & Support (DCYF)				
Salaries	\$ 276,656	\$ 79,011	\$ 2,376,103	\$ 306,860	\$ 119,169	\$ 2,802,132
Payroll taxes/benefits	38,984	8,534	338,906	47,512	23,358	409,776
Professional fees/contract labor	46,289		250,056	34,327	16	284,399
Medical/laboratory costs			108,197			108,197
Physicians/dentists			340,753			340,753
Office	9,096		62,534	25,214	3,717	91,465
Miscellaneous	760		8,187	24,868	4,301	37,356
Bad debt expense			41,321			41,321
Travel	15,871		28,914	3,720	321	32,955
Conferences	175		10,298	1,577		11,875
Dues/publications	215		5,216	7,670	373	13,259
Depreciation	229		53,291	36,910		90,201
Rent	27,700	10,000	107,711			107,711
Telephone	4,479		19,345			19,345
Postage	20		96	22,125	788	23,009
Insurance	4,282		36,401	6,985		43,386
Printing	1,279		6,533	1,301	12,289	20,123
Computer operations	10,597		70,133	2,748	452	73,333
Flexible funds	21,995		21,995			21,995
Program expenses	5,382		44,097	2,528	1,207	47,832
	<u>\$ 464,009</u>	<u>\$ 97,545</u>	<u>\$ 3,930,087</u>	<u>\$ 524,345</u>	<u>\$ 165,991</u>	<u>\$ 4,620,423</u>

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Families First of the Greater Seacoast (the Organization) was organized in 1986 to provide health care services for pregnant low income women and teenagers. Since that time, it has expanded to include comprehensive medical and family support services for all family members, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs. A Board of Directors, consisting of members of the surrounding communities, directs long-term operations of the Organization, with an executive director handling day-to-day activities. The Organization is a Federally Qualified Health Center.

Basis of Presentation

The financial statements of the Organization have been prepared using the accrual method of accounting in accordance with professional standards. Under these standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Organization has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Organization. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Organization.

Use of Estimates

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

Net Patient Service Revenue

Revenue is recorded at the Organization's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see note 11).

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Grants and Contracts

The Organization receives funding from the federal Public Health Service Agency for its homeless program under a Bureau of Primary Health Care (BPHC) grant program.

Support received under other grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Deferred Revenue

Deferred revenue represents grant and contract funds received for which grant and contract revenue has not been earned.

Contributions

Contributions, including pledges, are recognized as revenues in the period received or pledged. The Organization reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

An allowance for uncollectible pledges is provided based on historical experience and management's evaluation of outstanding pledges at the end of each year. As of June 30, 2012 and 2011, the allowance for uncollectible unconditional promises to give was \$2,000 and \$2,500, respectively.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Investment Income

Income and net unrealized and realized gains or losses on investments of endowment and similar funds are reported as follows:

- as increases in temporarily restricted net assets if the terms of the gift impose restrictions on the use of the income; or
- as increases in permanently restricted net assets if the terms of the gift require that they be added to the principal of a permanent endowment fund; if not, they are reported as temporarily restricted net assets; or
- as increases in unrestricted net assets in all other cases.

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2012 and 2011, the allowance for doubtful accounts was \$64,495 and \$98,236, respectively.

Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives ranging from three to thirty years.

Investments

Investments are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

The Organization's investment policy and spending policy for permanently restricted and board designated investments is as follows:

Endowment Policy

- The primary investment objective for endowment funds is to preserve and protect assets by earning a total return appropriate for each account. In doing so, the Organization will consider each accounts time horizon, liquidity needs, risk tolerance, and restrictions.

Investment Objectives

- The Finance Committee of the Board of Directors has authorized the investment advisor to invest in portfolios of equity securities, fixed income securities, and short-term (cash) investments.
- Within the fixed income portfolio, the majority of assets should be investment grade or better, with below investment grade exposure not to exceed 10%.
- Endowment funds designated for restriction by the Board of Directors will maintain a mix of 20%-40% equity securities, 60%-80% fixed income securities, and 5%-20% short term investments. Donor restricted funds will maintain a mix of 60%-80% equity securities, 20%-40% fixed income securities, and 5%-20% short-term investments.
- The investment advisor will maintain reasonable diversification at all times. Equity positions of any one company may not exceed 5% of the portfolio, nor shall the portfolio have more than 25% of the entire portfolio in any one sector.
- The Finance Committee will meet with the investment advisor no less than annually to review performance, investment objectives, and asset allocation.

Spending Policy

- The Board of Directors has established an endowment spending policy of appropriating for distribution each year 5% of the endowment fund's average fair market value over the prior 20 quarters.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Income Taxes

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for federal income taxes has been made. The Organization is not classified as a private foundation.

Management evaluated the Organization's tax positions and concluded that the Organization had taken no uncertain tax positions that required adjustment to the financial statements. When necessary, the Organization accounts for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. The Organization does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next twelve months. The Organization is subject to U.S. federal and state examinations by tax authorities for years ending June 30, 2009 through June 30, 2012.

Functional Expenses

The expenses of providing the various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Organization uses various methods, including market, income and cost approaches. Based on these approaches, the Organization often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Organization is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.
- Level 2 – Observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data.
- Level 3 – Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements - Continued

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the years ended June 30, 2012 and 2011, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

Investment Securities

The fair value of investment securities is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument. (see Note 18)

Recent Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2011-07, which requires reclassifying the provisions for bad debts associated with patient service revenue from an operating expense to a deduction from patient service revenue. It also requires enhanced disclosure about the policies for recognizing revenue and assessing bad debts, disclosures of patient service revenue, as well as qualitative and quantitative information about changes in the allowance for doubtful accounts. The provisions of ASU 2011-07 are effective for the Organization beginning July 1, 2012. The Organization does not expect that the impact of this accounting pronouncement will be significant to the financial statements.

NOTE 2 - CASH AND CASH EQUIVALENTS

The Organization maintains cash balances at two local financial institutions. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization has established a policy where excess cash is transferred between accounts at separate financial institutions to maintain balances within FDIC insured limits.

NOTE 3 - GRANTS RECEIVABLE

Grants receivable as presented on the statements of financial position represent payment due on grants from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2012 and 2011.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 4 - ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30 was as follows:

	2012	2011
Medicaid	\$ 58,179	\$ 56,415
Medicare	21,326	35,429
Private insurance	39,601	48,074
Patients	67,165	99,283
Other	<u>12,326</u>	<u>9,948</u>
	198,597	249,149
Less allowance for doubtful accounts	<u>(64,495)</u>	<u>(98,236)</u>
	<u>\$134,102</u>	<u>\$150,913</u>

NOTE 5 - PLEDGES RECEIVABLE

Pledges receivable, net of allowance for uncollectible pledges, are summarized as follows at June 30:

	2012	2011
Miscellaneous private donors	\$307,313	\$278,934
Endowment promises	<u>2,000</u>	<u>2,500</u>
	309,313	281,434
Less allowance for uncollectible promises to give	<u>(2,000)</u>	<u>(2,500)</u>
	<u>\$307,313</u>	<u>\$278,934</u>
Amounts due in:		
Less than one year	\$199,012	\$211,524
One to five years	<u>108,301</u>	<u>69,910</u>
	<u>\$307,313</u>	<u>\$281,434</u>

The discount rate was not material and, therefore, not applied in 2012 or 2011.

NOTE 6 - COST SETTLEMENT

The Organization renders services to individuals who are beneficiaries of the Federal Medicare and Medicaid programs. Charges for services to beneficiaries of these programs were billed to the Medicare and Medicaid intermediary. Settlements for differences between the interim rates paid by Medicare and Medicaid and the Organization's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from these programs are reflected in the accompanying financial statements as other receivables and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered. Any adjustments to the estimates are recorded as adjustments to patient service revenue in the year of final determination.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 7 - PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2012	2011
Equipment	\$605,275	\$552,696
Furniture and fixtures	44,178	32,931
Leasehold improvements	<u>179,031</u>	<u>169,960</u>
	828,484	755,587
Less accumulated depreciation	<u>(491,758)</u>	<u>(382,897)</u>
	<u>\$336,726</u>	<u>\$372,690</u>

NOTE 8 - INVESTMENTS - ENDOWMENT

The Organization's Board of Directors has interpreted state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent donor stipulations to the contrary. Accordingly, the Organization classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization.

Investments are reported at their fair value in the statements of financial position and consisted of the following at June 30:

	2012	2011
Mutual funds	<u>\$1,267,448</u>	<u>\$1,326,371</u>

Unrealized gains and losses are included in the change in net assets. Investment income consisted of the following for the years ended June 30:

	2012	2011
Interest and dividends	\$13,078	\$13,494
Realized gains	<u>23,182</u>	<u>3,881</u>
	<u>\$36,260</u>	<u>\$17,375</u>

Endowment net assets by type of fund as of June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Donor restricted endowment funds		\$67,427	\$1,200,021	\$1,267,448
Pledges receivable		-	166	166
Totals		<u>\$67,427</u>	<u>\$1,200,187</u>	<u>\$1,267,614</u>

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 8 - INVESTMENTS - ENDOWMENT - CONTINUED

Endowment net assets by type of fund as of June 30, 2011 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Donor restricted endowment funds		\$127,360	\$1,199,011	\$1,326,371
Pledges receivable		-	1,176	1,176
Totals		<u>\$127,360</u>	<u>\$1,200,187</u>	<u>\$1,327,547</u>

Changes in endowment net assets as of June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Beginning of year		\$ 127,360	\$1,200,187	\$1,327,547
Investment return:				
Investment income		36,260		36,260
Net depreciation		(56,885)		(56,885)
Release of funds		<u>(39,308)</u>	<u>-</u>	<u>(39,308)</u>
Totals		<u>\$ 67,427</u>	<u>\$1,200,187</u>	<u>\$1,267,614</u>

Changes in endowment net assets as of June 30, 2011 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Beginning of year	\$(69,991)	\$ 11,149	\$1,200,187	\$1,141,345
Investment return:				
Investment income		17,375		17,375
Net appreciation	69,991	160,336		230,327
Release of funds	-	<u>(61,500)</u>	<u>-</u>	<u>(61,500)</u>
Totals	<u>\$ -</u>	<u>\$127,360</u>	<u>\$1,200,187</u>	<u>\$1,327,547</u>

NOTE 9 - AMOUNT DUE - FISCAL AGENT

The Organization acts as fiscal agent for fundraisers supporting the Billy Cheverie Memorial Scholarship Fund. During the years ended June 30, 2012 and 2011, the Organization had received \$3,650 and \$3,700, respectively, from event proceeds and had paid \$4,500 and \$5,000, respectively, in scholarships, donations, and other administrative expenses. The remaining \$3,195 and \$4,045 as of June 30, 2012 and 2011, respectively, is included in the statements of financial position as a current asset (cash, fiscal agent) and current liability (amount due, fiscal agent).

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 10 - LINE OF CREDIT

The Organization has a \$250,000 commercial line of credit with TD Banknorth. The interest rate is variable at the Wall Street Journal prime rate (3.25% at June 30, 2012 and 2011, respectively) until May 4, 2013. The line is secured by all business assets of the Organization excluding the permanently restricted funds. Available credit on the line at June 30, 2012 and 2011 was \$250,000, respectively.

NOTE 11 - NET PATIENT SERVICE REVENUE

The amounts which the Organization charged for patient services at established rates, along with the difference between the amounts charged and the amounts realized under third-party reimbursement formulas (contractual adjustments) and the amounts classified as charity care, are shown below for the years ended June 30:

	2012	2011
Gross patient service charges	\$3,031,729	\$2,785,940
Contractual adjustments	(56,960)	5,358
Charity care	(1,318,219)	(1,158,411)
Net patient service revenue	<u>\$1,656,550</u>	<u>\$1,632,887</u>

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Organization uses federally established poverty guidelines. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in net patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Organization determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2012 and June 30, 2011 were approximately \$1,690,000 and \$1,638,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are written off and included as an operating expense as part of the provision for bad debts.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 12 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30:

	2012	2011
Unrestricted pledges receivable	\$307,313	\$278,934
Endowment gains	67,427	127,360
Dental and homeless programs	23,131	10,785
Parenting program	1,962	
Behavioral health services	1,750	2,750
Other	<u>16,352</u>	<u>12,154</u>
	<u>\$417,935</u>	<u>\$431,983</u>

NOTE 13 - PERMANENTLY RESTRICTED NET ASSETS

During the year ended June 30, 1999, the Organization established a permanently restricted endowment fund as a result of a donor changing their intent on a previous contribution.

During the year ended June 30, 2004, the Organization received a challenge contribution from a donor. The donor stipulated that the funds were to be added to the Organization's permanently restricted endowment fund and that the annual interest earned was available for current operations. In conjunction with receipt of this contribution, the Organization conducted a capital campaign. Donors were advised that contributions received would be added to the endowment fund and that 100% of the annual income would be available for current operations.

As of June 30, 2012, permanently restricted net assets consisted of investments with a carrying value of \$1,200,021 and unconditional promises to give of \$166. As of June 30, 2011, permanently restricted net assets consisted of investments with a carrying value of \$1,199,011 and unconditional promises to give of \$1,176.

NOTE 14 - DONATED SERVICES

The Organization received various donated supplies and services during the years ended June 30, 2012 and 2011. Donated supplies and services are recorded at their estimated fair values on the date of receipt. In-kind contributions are included in contributions in the statements of activities and in-kind expenses are included in the corresponding functional expense line in the statements of functional expenses. Donated supplies and services consisted of the following for the years ended June 30:

	2012	2011
Professional physician and dental services	\$79,145	\$28,775
Medical supplies and vaccines	112,222	87,156
Volunteer services	109,027	41,213
Mobile van services		8,000
Other	<u>-</u>	<u>22,375</u>
	<u>\$300,394</u>	<u>\$187,519</u>

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 15 - LEASES

The Organization rents space for all its programs under terms of a three year lease. Monthly rent was \$9,031 for the first four months of the current year; the monthly rent increased to \$9,479 for the remainder of the current year, and rent paid was \$111,956 and \$107,711 for the years ended June 30, 2012 and 2011, respectively. The current lease term expires on October 31, 2012. Subsequent to the year ended June 30, 2012, the Organization renewed the lease for an additional three year period, expiring October 31, 2015 with monthly payments ranging from \$9,896 to \$10,009. Lease expense includes a charge per square foot for utilities and housekeeping services.

The Organization leases office equipment under terms of noncancellable operating leases expiring at various times. Lease expense, included in office expense, was \$12,216 during the years ended June 30, 2012 and 2011.

Minimum lease payments under terms of the current leases are as follows as of June 30:

2013	\$124,658
2014	124,223
2015	<u>41,638</u>
	<u>\$290,519</u>

NOTE 16 – PENSION PLAN

The Organization sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary matching contributions are 100% of contributions up to 3% of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2012 and 2011.

NOTE 17 - FUNCTIONAL EXPENSES

The Organization's principle programs are as follows:

Primary Care Program

The purpose of this program is to provide comprehensive medical care to families of the community on a sliding fee scale basis. Services provided include well and sick child care, immunizations, adult care, laboratory testing, social services and counseling, substance abuse counseling and smoking cessation programs.

This program provides access to comprehensive prenatal care. Pregnant women who live at 185% of poverty level or below, and all teens, who reside in Portsmouth, Newington, Greenland, New Castle, Rye, Hampton, and North Hampton are eligible to participate in this program. Some of the services provided are medical care, laboratory testing, infant delivery, social services and counseling, nutritional counseling, childbirth, breastfeeding and parenting education, substance abuse counseling and smoking cessation programs.

This program also includes a medication assistance program, which provides uninsured and under-insured patients with vouchers to obtain low cost short-term prescriptions and helps the patients enroll for assistance from pharmaceutical companies to obtain long-term medication for chronic conditions.

Dental Program

This program provides access to comprehensive dental health services to families of the community on a sliding scale basis. Services include oral health screening, preventative and restorative care.

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 17 - FUNCTIONAL EXPENSES - CONTINUED

Homeless Program

The program provides a healthcare access point that includes medical and dental care for individuals and families experiencing or on the verge of homelessness in a two county area of New Hampshire. A mobile healthcare team provides outreach and health services to individuals and families unable to receive these services in a more traditional health care setting.

Family Support Programs

These programs were designed to strengthen and support families. Families, who reside in Rockingham County, or Eliot, York and Kittery, Maine, regardless of income, are eligible to participate in these programs. Services provided include volunteer parent aide program, drop-in family support center, parenting classes, mothers' support groups, fathers' support programs, parent/toddler playgroups, children's activity groups, and a monthly newsletter to provide information about available resources for families.

Family Resource and Support (DCYF)

The Family Resource and Support Program provides home based family support services and child care coordination and payment.

NOTE 18 - RISKS AND UNCERTAINTIES

The Organization invests in various investment securities and money market funds. Due to the level of risk associated with investments, it is reasonably possible that changes in the value of investments will occur in the near term and that such changes could materially affect the amount reported in the statements of financial position.

NOTE 19 - FAIR VALUE MEASUREMENT

Fair values of assets measured on a recurring basis at June 30, 2012 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	\$ 206,050	\$158,255	\$ 47,795	
Problend Maximum Term Series Fund	412,653	307,127	105,526	
Problend Extended Term Series Fund	<u>711,154</u>	<u>378,287</u>	<u>332,867</u>	
Totals	<u>\$1,329,857</u>	<u>\$843,669</u>	<u>\$486,188</u>	

Notes to Financial Statements

June 30, 2012 and 2011

NOTE 19 - FAIR VALUE MEASUREMENT - CONTINUED

Fair values of assets measured on a recurring basis at June 30, 2011 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	\$ 211,214	\$ 52,691	\$158,523	
Problend Maximum Term Series Fund	447,702	342,868	104,834	
Problend Extended Term Series Fund	<u>727,646</u>	<u>408,371</u>	<u>319,275</u>	
Totals	<u>\$1,386,562</u>	<u>\$803,930</u>	<u>\$582,632</u>	

NOTE 20 - EVALUATION OF SUBSEQUENT EVENTS

Management has made an evaluation of subsequent events to and including the date of the auditors' report, which was the date the financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of the financial statements.

**Families First of the Greater Seacoast
Board of Directors
FY14**

Patricia Locuratolo, MD, **Chair**



Member since 2008

Mary Schleyer, **Vice Chair**



Member since 10/2009

Kristen Hanley, **Secretary**



Member since 2007

Linda Sanborn, **Treasurer**



Member since 2006

Karin Barndollar



Member since 10/2009

Mike Burke



Member since 12/2013

Marsha Filion



Member since: 07/2012

Barbara Henry



Member since 8/2012

Jack Jamison



Member since 2006

Sarah Knowlton



Member since 2010

Josephine Lamprey



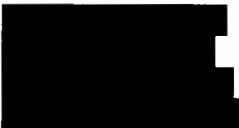
Member since 10/2011

Kathleen MacLeod



Member since 2001-2003 and 2005

Ronda MacLeod



Member since 6/2013

David McNicholas



Member since 4/2013

Edna Mosher



Member since 04/2013

Tom Newbold



Member since 09/2007

John Pelletier



Member since 10/2009

Donna Ryan



Member since 2005

Daniel Schwarz



Member since 2002-2010 and 8/2011

Richard Senger, **Director Emeritus**



Member since 1986

HELEN B. TAFT

OBJECTIVE: A position as Administrator in the human services or health care fields.

PROFILE:

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

EDUCATION:

University of New Hampshire
Masters of Public Administration, 1989
Certificate of Paralegal Studies, 1982
Smith College
B.A. (Government) 1966

PROFESSIONAL EXPERIENCE:

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Executive Director Dec. 1989 – Present
FOUNDATION FOR SEACOAST HEALTH, Portsmouth, N.H
Administrative Intern Jan. - June 1989
HARVEY AND MAHONEY LAW OFFICES, Manchester, NH
Paralegal 1982 - 1988

VOLUNTEER LEADERSHIP EXPERIENCE:

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 1972 – 1992
President; First Vice-President; Board of Directors; Chair, Long Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee
UNITED WAY OF MANCHESTER 1985 - 1988
Board of Directors; Chair, Campaign Phonothn; Venture Grant Committee
MANCHESTER LEAGUE OF WOMEN VOTERS 1973 - 1978
President; Board of Directors
GREATER SEACOAST UNITED WAY 1997 - 1999
Board of Directors

REFERENCES: Furnished upon request.

David C. Choate

PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

QUALIFICATIONS PROFILE

Experience/ Chief Financial Officer: Assure the financial integrity of the agency.

Skills: Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

Computers:

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

Administration:

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

Education: Master Degree in Business Administration, 1989

Southern New Hampshire University – Manchester, New Hampshire

Bachelor of Science Degree in Business Administration-Accounting, 1974

Thomas College – Waterville, Maine

Accomplishments/Strengths:

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

PROFESSIONAL EXPERIENCE

- January 2008 to present** **FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH**
Finance Director
- July 2000 to June 2007** **INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine**
Director of Finance & Administration
An agency that provides residential housing and day programs to adults and children with disabilities.
Accomplishments:
 - Streamlined and updated audit procedures to assure successful audits
 - Responsible for smooth computer conversion to Great Plains Solomon accounting software
 - Maintained and increased profits from services
- November 1995 to July 2000** **METHODIST CONFERENCE HOME, INC, Rockland, Maine**
Finance Manager
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.
Accomplishments:
 - Involved in obtaining finance and operating funds to build an upscale senior housing facility
 - Instituted financial administrative policies
 - Obtained line of credit for operations.
 - Computerized the accounting systems
- May 1988 to November 1995** **PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine**
Partner and Management Consultant
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.
Clientele:
 - Small to mid-size business, i.e. food industry and pharmacies
 - Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.
Accomplishments:
 - Increased profits for companies through new financial management policies and procedures.

— Excellent references are available upon request —

Georgina T. Clark



Education: Bachelor of Arts in Sociology, Regis College, Weston, MA

Work History

- 7/12-present** ***Family Services Director, Families First of the Greater Seacoast***
Oversees all aspects of the Family Center, including program development, reporting, staff supervision and evaluation.
- 7/09-7/12** ***Home-based Programs Coordinator, Families First of the Greater Seacoast***
Oversaw Home Visiting New Hampshire and DCFY-funded home-based programs. Provided administrative supervision of staff and reporting requirements. Along with Parenting Programs Coordinator and Family Center Director, provided guidance and support for all Family Center functions.
- 3/02-7/12** ***Family Support Coordinator, Partners in Health at Families First of the Greater Seacoast, Portsmouth, NH***
Provided comprehensive, direct support to families who have children with chronic illnesses. Attended school meetings and medical appointments to support parents' advocacy skills. Facilitated Family Council comprised of parents of chronically-ill children. Collaborated with local and state agencies to provide resources to families.
- 5/00-3/02** ***Project Director, Parent Information Center, Concord, NH***
Directed NH State Improvement Grant focused on building family/school partnerships. Provided technical assistance to parents and professionals on disability awareness and special education law.
- 2/98-11/98** ***Resource Specialist, Parent Information Center, Concord, NH***
Facilitated six week parenting series.
Developed and presented workshops on parenting topics.
Provided community resources and referrals to parents.
- 1/94-11/98** ***Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH***
Educated parents on health, nutrition and discipline issues.
Prepared and presented written and oral court reports.
Recommended, coordinated and implemented support services for families.
Represented court-involved juveniles at school and mental health assessments.
- 1/91-2/93** ***Office Supervisor, Atlantic Cardiology Associates, Exeter, NH***
Developed filing, billing, and scheduling systems. Trained staff in office systems.
Supervised medical records.
- 3/87-1/91** ***Paralegal, Mulvey, Noucas & Cornell, P. A., Portsmouth, NH***
Investigated insurance claims. Researched medical and product liability.
Prepared witness statements, status reports and research memoranda.

Accomplishments

Certified Mediator, Rockingham County Family Mediation Program
Certified Volunteer, "A Safe Place" - shelter for battered women
Certified Volunteer Educational Advocate for children with disabilities

**FAMILIES FIRST OF THE GREATER SEACOAST
COMPREHENSIVE FAMILY SUPPORT SERVICES
FISCAL YEARS: 2015 AND 2016**

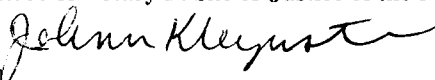
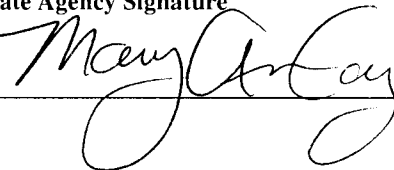
Key Personnel

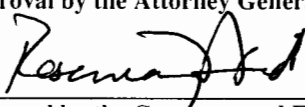
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	\$105,253	0%	
David C. Choate	Finance Director	\$ 69,580	0%	
Georgina Clark	Family Center Program Director	\$ 56,541	29.4%	\$16,630

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Good Beginnings of Sullivan County		1.4 Contractor Address 109 Pleasant Street P.O. Box 1098 Claremont NH 03743	
1.5 Contractor Phone Number (603) 542-1848	1.6 Account Number 05-095-042-421010-29680000-102-5000734-40130215 05-095-042-421010-29730000-102-500734-40130007 05-095-042-421010-29660000-102-500734-40130302 05-095-045-450010-61460000-502-500891-45030206 05-095-090-902010-51900000-102-500731-90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ellie Tsetsi, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>May 16, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JO-ANN KLEYENSTUBER, Notary Public My Commission Expires June 17, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: 	On: 6-3-14
1.18 Approval by the Governor and Executive Council	
By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 8:00 a.m.-5:00 p.m., five (6) days (Monday-Saturday) per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines;
 - 1.1.2 Assistance with enrollment in Medicaid;
 - 1.1.3 Child care resource and referral;
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE;
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Refer families to Turning Points Network or WISE.
 - 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Refer families to Head Start or local school districts.
 - 1.1.7 Child development education;
 - 1.1.8 Family Centered Early Supports and Services Program;
 - 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Provide connections to primary care providers.
 - 1.1.10 Family mentoring and advocacy programs;
 - 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
 - 1.1.12 Independent Living skills training;
 - 1.1.13 Life course planning;
 - 1.1.14 Life skills training;
 - 1.1.15 Literacy education and support;
 - 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Provide services or refer to:
 - 1.1.17.1.1 West Central Behavioral Health; or
 - 1.1.17.1.2 Counseling Associates of New London.
 - 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Refer families to:
 - 1.1.18.1.1 Claremont School District for School-Based screenings/fluoride;
 - 1.1.18.1.2 Red Logan Dental Clinic; and
 - 1.1.18.1.3 Community Dental Care.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will refer families for:
 - 1.1.19.1 Transportation Services to:
 - 1.1.19.1.1 Community Transportation Services;
 - 1.1.19.1.2 Advance Transit.
 - 1.1.19.2 Food and Nutrition Services to:
 - 1.1.19.2.1 Claremont Soup Kitchen;
 - 1.1.19.2.2 Newport Food Pantry;
 - 1.1.19.2.3 Fall Mt. Food Pantry;
 - 1.1.19.2.4 Upper Valley Haven Food Pantry and Shelter
 - 1.1.19.2.5 Open Hands Mission;
 - 1.1.19.2.6 Willing Hands.
 - 1.1.19.3 Homeless Outreach Services to:
 - 1.1.19.3.1 Southwestern Community Services.
 - 1.1.19.4 Legal Services to:
 - 1.1.19.4.1 Legal Aid.
 - 1.1.19.5 Clothing assistance to:
 - 1.1.19.5.1 Area Churches;
 - 1.1.19.5.2 Turning Points Thrift Store;
 - 1.1.19.5.3 SAU6: Families in Transition;
 - 1.1.19.5.4 Baby Steps.
 - 1.1.20 Parent education and support;
 - 1.1.21 Growing Great Kids curriculum;
 - 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Provide information and refer families to:
 - 1.1.22.1.1 NH Quitworks;
 - 1.1.22.1.2 Primary Care Practices and Hospitals.
 - 1.1.23 Substance abuse services; the Contractor will refer families to:
 - 1.1.23.1 Dartmouth Hitchcock Medication Center;
 - 1.1.23.2 Habit OPCO.
 - 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Provide trauma-informed services or refer them to:
 - 1.1.24.1.1 West Central Behavioral Health;
 - 1.1.24.1.2 Turning Points Network
 - 1.1.24.1.3 Child Advocacy Center.
 - 1.1.25 WIC program services. The Contractor will refer families to:
 - 1.1.25.1 Southwestern Community Services;
 - 1.1.25.2 Community Action of Belknap & Merrimack.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Participate in coalitions and community partnerships such as:
 - 1.2.1.1 Child Focus Forum;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.2.1.2 Continuum of Care Meetings;
 - 1.2.1.3 ReThink Health.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Open the agency from 8:00 a.m. and close no earlier than 5:00 p.m. Monday-Saturday and have the option to be open on Sunday when necessary.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Continue to participate in community coalitions and groups using Facetime and Gotomeeting when unable to attend in person;
 - 1.4.2 Continue to maintain the Advisory Council;
 - 1.4.3 Provide outreach activities in partnership with First Baptist Church to expand and strengthen community partnerships;
 - 1.4.4 Encourage Board members to attend events where they can promote the program and services provided.
 - 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
 - 1.5.1 Leverage private funds from foundations and private funders to help support the agency;
 - 1.5.2 Ensure that the Board of Directors will help reach fundraising goals each year.
 - 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
 - 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale, The Parent Survey, Parenting Interactions with Children Checklist of Observations Linked to Outcomes and Life Skills Progression for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
 - 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided.
 - 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
 - 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- families and children in a social service, home health or other early childhood program setting; or
- 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
- 1.17.2 Professional Home Visitors will:
- 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
- 1.17.3 Paraprofessional home visitors shall have at minimum:
- 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
- 1.18 . The Contractor has been granted a waiver from using the "Parents as Teachers" curriculum and has been approved to use the "Growing Great Kids" curriculum.
- 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
- 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
- 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
- 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
- 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
 - 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
 - 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
 - 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
 - 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
 - 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
 - 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
 - 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
- 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
- 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
- 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 2.1.1.5 Number of terminations;
- 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
- 2.1.1.7 Number of childcare cases and utilization data;
- 2.1.1.8 Year-To-Date unduplicated childcare count;
- 2.1.1.9 Narrative regarding impact of the services provided for families; and
- 2.1.1.10 Community impact of the services provided;
- 2.1.1.11 Family income, composed of earned income and child support receipts;
- 2.1.1.12 Number of families employed or in training;
- 2.1.1.13 Number of families reporting housing destabilization;
- 2.1.1.14 Number of expectant women and children receiving WIC services.
- 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1



Vendor: Good Beginnings of Sullivan County

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$33,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
- 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
- 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed. The Contractor will receive quarterly reports from DCYF.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.

Contractor's Initials _____
Date _____

GF
5/16/14

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

**License-Exempt Center
License Exempt Family Home**

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

STATE OF NEW HAMPSHIRE
 Department of Health and Human Services
 Division for Children, Youth and Families

Form 2096
 May 2009

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child: _____
 LAST _____ FIRST _____ MI _____
 Date of Birth _____ Social Security # _____
 Name of Parent _____
 Street Address: _____
 Town or City _____ State _____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider _____
 Street Address _____
 Town or City _____ State _____ Zip Code _____
 RESOURCE ID NUMBER _____

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ Full Time (31 or more hrs) ☐ Half Time (16-30 hrs/week) ☐ Part Time (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency _____
 Address _____
 Email Address _____
 FRS Worker _____ Telephone Number _____



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
 - 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services

Exhibit B



-
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
- 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

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

Bidder/Program Name: Good Beginnings of Sullivan County
Budget Request for: Comprehensive Family Support Services

Budget Period: July 1, 2014 - June 30, 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 148,232.00	\$ 10,920.00	\$ 159,152.00	\$ 23,323.00	\$ 10,920.00	\$ 34,243.00	\$ 124,909.00	\$ -	\$ 124,909.00
2. Employee Benefits	\$ 13,740.00	\$ 1,201.00	\$ 14,941.00	\$ -	\$ 1,201.00	\$ 1,201.00	\$ 13,740.00	\$ -	\$ 13,740.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ -	\$ -	\$ -
6. Travel	\$ 10,500.00	\$ 500.00	\$ 11,000.00	\$ 4,842.00	\$ 500.00	\$ 5,000.00	\$ 5,658.00	\$ -	\$ 5,658.00
7. Occupancy	\$ -	\$ 6,361.00	\$ 6,361.00	\$ -	\$ 6,361.00	\$ 6,361.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
Insurance	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Fund for Families	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 177,472.00	\$ 29,982.00	\$ 207,454.00	\$ 31,165.00	\$ 29,982.00	\$ 60,805.00	\$ 146,307.00	\$ -	\$ 146,307.00

16.9%

Indirect As A Percent of Direct

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5/14/14

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

Bidder/Program Name: Good Beginnings of Sullivan County
Budget Request for: Comprehensive Family Support Services
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 148,232.00	\$ 10,920.00	\$ 159,152.00	\$ 23,323.00	\$ 10,920.00	\$ 34,243.00	\$ 124,909.00	\$ -	\$ 124,909.00
2. Employee Benefits	\$ 13,740.00	\$ 1,201.00	\$ 14,941.00	\$ -	\$ 1,201.00	\$ 1,201.00	\$ 13,740.00	\$ -	\$ 13,740.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ -	\$ -	\$ -
6. Travel	\$ 10,500.00	\$ 500.00	\$ 11,000.00	\$ 4,842.00	\$ 500.00	\$ 5,342.00	\$ 5,658.00	\$ -	\$ 5,658.00
7. Occupancy	\$ -	\$ 6,361.00	\$ 6,361.00	\$ -	\$ 6,361.00	\$ 6,361.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Fund for Families	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 177,472.00	\$ 29,982.00	\$ 207,454.00	\$ 31,165.00	\$ 29,982.00	\$ 60,805.00	\$ 146,307.00	\$ -	\$ 146,307.00

16.9%



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 fundors 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 fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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New Hampshire Department of Health and Human Services
Exhibit C



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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

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

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ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Good Beginnings of Sullivan County

5/16/14
Date

Ellie Tsetsi
Name: Ellie Tsetsi
Title: Executive Director

Contractor Initials ET
Date 5/16/14



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Good Beginnings of Sullivan County

5/14/14
Date

E. T. Betsi
Name: Ellie T. Betsi
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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Good Beginnings of Sullivan County

5/16/14
Date

Ellie Belz
Name: Ellie Belz
Title: Executive Director



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Good Beginnings of Sullivan County

5/16/14
Date

Ellie Tsetsi
Name: ELLIE TSETSI
Title: Executive Director



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: *Good Beginnings of Sullivan County*

5/16/14
Date

Ellie Tsetsi
Name: *Ellie Tsetsi*
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I

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

(3) 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

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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

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Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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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.

NH DHHS
The State

Mary Ann Cooney
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/28/14
Date

Good Beginnings of Sullivan County
Name of the Contractor

Ellie Tsch
Signature of Authorized Representative

Ellie Tsch
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/16/14
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: Good Beginnings of Sullivan County

5/16/14
Date

Ellie Tsetsi
Name: Ellie Tsetsi
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 107210754
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

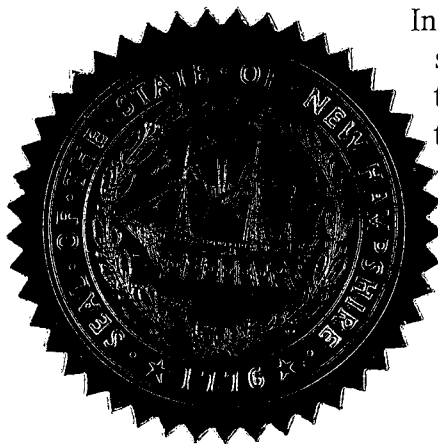
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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 GOOD BEGINNINGS OF SULLIVAN COUNTY is a New Hampshire nonprofit corporation formed January 14, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May A.D. 2014

A handwritten signature in cursive script, reading "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

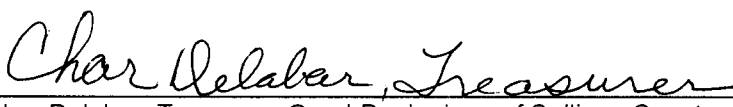
I, Char Delabar, do hereby certify that:

1. I am a duly elected Officer of Good Beginnings of Sullivan County
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 April 23, 2014:

RESOLVED: That the Executive Director 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 16th day of May, 2014.

4. Ellie Tsetsi is the duly elected Executive Director of the Agency.


Char Delabar, Treasurer, Good Beginnings of Sullivan County

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 16th day of May, 2014, by Char Delabar, Treasurer, Good Beginnings of Sullivan County.


(Notary Public/Justice of the Peace)

JO-ANN KLEYENSTEUBER, Notary Public
My Commission Expires June 17, 2014

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2013

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL: csr24@clark-mortenson.com ADDRESS: csr24@clark-mortenson.com	
INSURED Good Beginnings of Sullivan County P.O. Box 1098 Claremont NH 03743		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
GOOD5		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 1082375423

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK883250	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$3,000,000
	☐ POLICY ☐ PROJECT ☒ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK883250	7/1/2013	7/1/2014	\$1,000,000 \$3,000,000 Each Occurrence Annual Aggregate

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

CERTIFICATE HOLDER

NH Dept. of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord NH 03301-6504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James H. N. [Signature]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2013

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com														
INSURED Good Beginnings of Sullivan County P O Box 1098 Claremont NH 03743	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: First Comp</td><td></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></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: First Comp		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: First Comp															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2013**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC0093557-05	07012013	07012014	<table border="1"><thead><tr><th>WC STATUTORY LIMITS</th><th>OTHER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 100000</td></tr></tbody></table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100000	E.L. DISEASE - EA EMPLOYEE	\$ 500000	E.L. DISEASE - POLICY LIMIT	\$ 100000
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 100000														
E.L. DISEASE - EA EMPLOYEE	\$ 500000														
E.L. DISEASE - POLICY LIMIT	\$ 100000														

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept of Health & Human Serv. Division of Public Health & Human Services Dir. 29 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i>

ACORD 25 (2010/05)

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INS025 (201005).01

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Good Beginnings of Sullivan County

Mission Statement

**To Promote the Optimal Health and Development of
New Hampshire Children and Families**

***GOOD BEGINNINGS OF
SULLIVAN COUNTY, INC.***

**Financial Statements
June 30, 2013**

FINANCIAL STATEMENTS

GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.

June 30, 2013

CONTENTS

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Statement of Activities	3
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Schedule of Functional Expenses	5
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LAWRENCE E. REED, CPA, PC
Professional Corporation
C E R T I F I E D P U B L I C A C C O U N T A N T

17 River Street, PO Box 760
Chester, VT 05143
(802) 875-2322
Fax (802) 875-2324
Email lercpa@vermontel.net

Member of American Institute of
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Good Beginnings of Sullivan County, Inc.

We have reviewed the accompanying statement of financial position of Good Beginnings of Sullivan County, Inc. (a non-profit organization) as of June 30, 2013, and the related statements of activities, cash flows, and functional expenses for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Lawrence E. Reed, CPA, PC

January 10, 2014
Vermont License No. 1039

STATEMENT OF FINANCIAL POSITION
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2013
(With Comparative Totals for June 30, 2012)

	June 30, 2013			As of June 30, 2012
	Unrestricted	Temporarily Restricted	Total	Totals (Memorandum)
ASSETS				
Cash and cash equivalents	\$ 28,930	\$ 5,102	\$ 34,032	\$ 74,088
Cash, restricted	168	-	168	180
Grants and accounts receivable	42,260	24,000	66,260	49,200
Prepaid expenses	-	-	-	4,618
Equipment, furniture and fixtures	50,240	-	50,240	50,240
Accumulated depreciation	(45,776)	-	(45,776)	(44,965)
TOTAL ASSETS	\$ 75,822	\$ 29,102	\$ 104,924	\$ 133,361
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts payable	\$ 2,732	\$ -	\$ 2,732	\$ 21,242
Accrued expenses	31,771	-	31,771	37,936
Advances refundable	4,232	-	4,232	9,916
Fiscal agency funds	168	-	168	180
Unemployment benefits payable	-	-	-	3,152
TOTAL LIABILITIES	38,903	-	38,903	72,426
NET ASSETS	36,919	29,102	66,021	60,935
TOTAL LIABILITIES AND NET ASSETS	\$ 75,822	\$ 29,102	\$ 104,924	\$ 133,361

See independent accountant's review report and accompanying notes.

STATEMENT OF FINANCIAL ACTIVITIES
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
Year Ended June 30, 2013
(With Comparative Totals for the Year Ended June 30, 2012)

	Year Ended June 30, 2013			Year Ended June 30, 2012
	Unrestricted	Temporarily Restricted	Total	Totals (Memorandum)
SUPPORT AND REVENUE				
Governmental support	\$ 374,398	\$ -	\$ 374,398	\$ 363,614
Program fees	127,222	-	127,222	200,062
Foundations and trusts	9,500	49,000	58,500	48,000
Donated inventory	42,159	-	42,159	32,708
Contributions	35,422	-	35,422	27,647
Fundraising	15,387	-	15,387	13,222
Donated services	13,160	-	13,160	22,790
Federal health insurance credit	2,392	-	2,392	1,196
Reimbursed expenses	1,200	-	1,200	5,807
Net assets released from restrictions	41,398	(41,398)	-	-
TOTAL SUPPORT AND REVENUE	662,238	7,602	669,840	715,046
EXPENSES				
Program services				
Healthy Families	168,779	-	168,779	103,008
Comprehensive Family Support	136,776	-	136,776	195,208
PREP	114,773	-	114,773	21,746
Parent Aide	111,840	-	111,840	83,747
Second Beginnings	64,321	-	64,321	51,283
Child Health	-	-	-	124,202
Home Visiting	-	-	-	114,598
Supervised Visitations	-	-	-	4,569
	596,489	-	596,489	698,361
Management and general	68,265	-	68,265	74,481
TOTAL EXPENSES	664,754	-	664,754	772,842
CHANGE IN NET ASSETS	(2,516)	7,602	5,086	(57,796)
Net assets at Beginning of Year	39,435	21,500	60,935	118,731
NET ASSETS AT END OF YEAR	\$ 36,919	\$ 29,102	\$ 66,021	\$ 60,935

See independent accountant's review report and accompanying notes.

STATEMENT OF CASH FLOWS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
Year Ended June 30, 2013
(With Comparative Totals for the Year Ended June 30, 2012)

	Year Ended June 30, 2013			Year Ended June 30, 2012
	Temporarily			Totals
	Unrestricted	Restricted	Total	(Memorandum)
OPERATING ACTIVITIES				
Change in net assets	\$ (2,516)	\$ 7,602	\$ 5,086	\$ (57,796)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities				
Depreciation	811	-	811	2,705
(Increase) decrease in operating assets:				
Grants and accounts receivable	3,440	(20,500)	(17,060)	(4,438)
Prepaid expenses	4,618	-	4,618	(2,034)
Increase (decrease) in operating liabilities:				
Accounts payable	(18,510)	-	(18,510)	19,505
Accrued expenses	(6,165)	-	(6,165)	3,115
Unemployment benefits payable	(3,152)	-	(3,152)	3,152
Advances refundable	(5,684)	-	(5,684)	9,916
Fiscal sponsor funds	(12)	-	(12)	(3,942)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(27,170)	(12,898)	(40,068)	(29,817)
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of equipment	-	-	-	(5,680)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	-	-	(5,680)
FINANCING ACTIVITIES				
Principle payments on bank loan	-	-	-	(6,200)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	-	-	-	(6,200)
INCREASE (DECREASE) IN CASH	(27,170)	(12,898)	(40,068)	(41,697)
Beginning cash and cash equivalents	56,268	18,000	74,268	115,965
ENDING CASH AND CASH EQUIVALENTS	\$ 29,098	\$ 5,102	\$ 34,200	\$ 74,268
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Interest paid			\$ -	\$ 11

See independent accountant's review report and accompanying notes.

SCHEDULE OF FUNCTIONAL EXPENSES
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
Year Ended June 30, 2013
(With Comparative Totals for the Year Ended June 30, 2012)

	Total All Services	Mgt. & General	Program Services					Year Ended June 30, 2012	
			Total	Healthy Families	Family Support	PREP	Parent Aide	Second Beginnings	Totals (Memorandum)
Salaries and wages	\$405,760	\$49,568	\$356,192	\$101,242	\$85,721	\$61,325	\$73,215	\$34,689	\$437,904
Employee benefits	49,617	6,336	43,281	13,417	9,750	7,773	9,022	3,319	78,088
Occupancy	47,603	-	47,603	10,624	8,061	6,260	7,476	15,182	54,329
Professional fees	39,521	-	39,521	15,050	9,497	4,694	8,931	1,349	73,560
Payroll taxes	30,820	3,935	26,885	7,707	6,363	4,648	5,498	2,669	32,518
Supplies	28,277	4,703	23,574	4,072	7,597	9,496	684	1,725	26,070
Mileage reimb.	15,749	-	15,749	3,908	4,540	3,435	3,466	400	18,938
Advertising	13,639	1,108	12,531	-	-	10,153	-	2,378	6,294
Training & dev.	10,835	-	10,835	7,682	1,393	1,760	-	-	24,311
Telephone	8,135	-	8,135	2,112	1,553	1,233	1,423	1,814	7,774
Insurance	7,597	964	6,633	1,984	1,524	1,199	1,414	512	6,021
Printing	5,301	849	4,452	670	520	2,609	479	174	2,968
Postage	1,089	702	387	109	86	65	86	41	1,351
Depreciation	811	100	711	202	171	123	146	69	2,705
Interest	-	-	-	-	-	-	-	-	11
TOTAL EXPENSES	\$664,754	\$68,265	\$596,489	\$168,779	\$136,776	\$114,773	\$111,840	\$64,321	\$772,842

See independent accountant's review report and accompanying notes.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2013

NOTE A -- ORGANIZATION

Good Beginnings of Sullivan County, Inc. (the "Organization") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The organization serves individuals in New Hampshire's Sullivan and lower Grafton Counties and is funded primarily through governmental financial assistance and program fees. A Board of Directors sets policy for the Organization and an Executive Director has the responsibility of direct management. During the year-ended June 30, 2013, the Organization's revenue sources as a percentage of total revenue were federal, state and municipal grants 75%, and contributions and special event proceeds 25%.

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation: In accordance with Financial Accounting Standards Board (FASB) ASC 958-200, *Financial Statements of Not-for-Profit Organizations*, the Organization reports information regarding its financial position and activities according to three classes of net assets as follows:

Unrestricted net assets: includes assets for which no restrictions as to use or program period have been imposed by the donor; unrestricted contributions, including service contracts, and unconditional promises to give are recorded as increases in the period received; expenses are recorded as decreases to unrestricted net assets when incurred.

Temporarily restricted net assets: includes assets for which restrictions have been imposed as to use or program period; support and revenue is recognized as an increase when the restricted award or contribution is received; when the temporary restriction has expired the amount is reported as a separate reclassification which decreases temporarily restricted net assets and increases unrestricted net assets.

Permanently restricted net assets: includes assets for which the donor has imposed a permanent restriction on the use of the funds. As of June 30, 2013, the organization had no permanently restricted net assets.

Estimates: The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents: The Organization considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2013

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued

Advertising Costs: The Organization uses advertising to promote its programs and to fill positions. The costs of advertising are expensed as incurred. During the year ended June 30, 2013 advertising costs totaled \$13,639.

Property and Equipment: Property, equipment, and improvements with costs greater than \$500 are carried at cost. Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations as to how long the asset must be maintained, the Organization reports expirations of donor restrictions and reclassifies temporarily restricted net assets to unrestricted net assets when the donated or acquired assets are placed in service as instructed by the donor. Property, equipment, and improvements are depreciated using the straight-line method over the estimated useful lives of the assets. Depreciation expense for the year ended June 30, 2013 totaled \$811. Major maintenance activities are capitalized if they extend the life of the property or equipment.

Revenue Recognition: The Organization accounts for contributions in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Under such statement, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Unrestricted contributions, and restricted contributions for which the restrictions expire in the fiscal year in which the contributions are recognized, are reported as increases in unrestricted net assets. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted assets.

Contributed Services, Facilities and Materials: During the year ended June 30, 2013 the Organization received direct and indirect contributions of services, facilities and materials related to its programs and fundraising efforts. The Organization operates two thrift stores which sell donated clothing and housing goods. Because of the difficulty of valuing the donated inventory when it is received, the inventory donation is recognized as income on the statement of activities when the inventory is sold. Additionally, the Organization received contributed professional services totaling \$13,160 during the year ended June 30, 2013. The criterion for recognition of such volunteer effort under generally accepted accounting principles is that the services must be specialized skills that would be otherwise purchased if not donated. These contributed service revenues, and corresponding expenses, have been recognized in the accompanying statement of activities. No other amounts for donated services have been recognized in the accompanying statement of activities because the criteria for recognition under FASB ASC 958-605 have not been satisfied.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2013

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued

Functional Allocation of Expenses: The costs of providing program activities have been summarized on a functional basis in the statement of activities. Support expenses not directly chargeable to program costs are allocated based on direct program expenses, units of service, or other program related methods. Accordingly, certain costs have been allocated between program services and supporting services.

Income Taxes: The Organization is exempt from federal and state taxes under section 501(c)(3) of the Internal Revenue Code and has been classified as an entity that is not a private foundation within the meaning of Section 509 (a) and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). The Center's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2013, 2012 and 2011 are subject to examination by the IRS, generally for three years after they were filed. In accordance with FASB ASC 740-10, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to Federal or State income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE C -- GRANTS AND ACCOUNTS RECEIVABLE

The Organization is awarded cost reimbursement grants by various organizations. Revenues associated with these grants are recorded as the associated expenses are incurred. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Grants and accounts receivable totaling \$66,260 as of June 30, 2013 are composed of the following balances and are deemed by management to be fully collectible:

Accounts receivable	\$39,868
Grants receivable	24,000
Federal Health Care Credit receivable	<u>2,392</u>
	<u>\$66,260</u>

NOTE D -- CONTINGENT LIABILITIES

The Organization receives funds under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds were found to not have been made in compliance with the proposal, the Organization might be required to return this portion of funds to the grantor. As of June 30, 2013, there were no known disallowed expenditures and, therefore, no provision has been made for this contingency.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2013

NOTE E -- SELF FUNDED UNEMPLOYMENT BENEFITS PAYABLE

The Organization elected to be self-funded for the purpose paying employee unemployment claims costs under the New Hampshire Department of Employment Security Statute Chapter 282-A:69 II. Accordingly, the Organization pays unemployment claims at the time an employee files for benefit payments rather than paying quarterly contributions to the New Hampshire unemployment fund. During the year ended June 30, 2013, the Organization paid \$3,152 related to a fiscal 2012 work force reduction plan. There was no further workforce reductions in fiscal 2013 and no plans for a reduction in 2014. Accordingly, no such liability has been recorded in these financial statements.

NOTE F -- BANK LINE OF CREDIT

The Organization has a bank line of credit in the amount of \$80,000. The bank holds a security interest in all the assets of the Organization. The terms of the credit line include monthly payments of interest, based on the New York Prime rate adjusted monthly, and full payment of the outstanding balance for a minimum period of 30 days each year. As of June 30, 2013, the outstanding balance was \$0.

NOTE G -- OPERATING LEASE ARRANGEMENTS

On December 1, 2011 the Organization signed a facility lease agreement which expired on June 30, 2013. The lease agreement stipulates one twelve-month automatic renewal. The monthly rental payment is \$1,150, plus utilities and includes a real estate tax escalation clause. Total lease payments on this facility for the year ended June 30, 2013 were \$13,800. This lease was extended for a year beginning July 1, 2013 at a monthly rent payment is \$1,700.

On November 1, 2011 the Organization entered into a lease agreement for the lease of space to open an additional thrift store in a neighboring town. The lease stipulated a monthly rent payment of \$1,250 for an initial term of one year plus utilities. This lease was renewed on a month-to-month basis on November 1, 2012. The Organization terminated the lease as of March 31, 2013. Total lease payments on this facility for the year ended June 30, 2013 were \$11,250.

The Organization leases a photocopier with a minimum monthly rent of \$188 based on a maximum of 7,500 copies at 2.5 cents per copy. If the monthly usage exceeds 7,500, the organization pays the additional amount due at the per copy rate the following month. Total rental expense for the year-ended June 30, 2013 was \$2,250. Future minimum rental payments under the terms of the copier lease as of June 30, 2013 are \$2,256.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2013

NOTE H -- SUPPORT FROM GOVERNMENTAL UNITS

The Organization receives a substantial amount of its support from federal and state governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Organization's ability to continue its programs and activities.

NOTE I -- FAIR VALUE OF FINANCIAL INSTRUMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2013 the Organization has no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, advances refundable, and fiscal agency funds are reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

NOTE J -- RESTRICTIONS ON ASSETS

Temporarily restricted net assets are available for the following purposes for the year ended June 30, 2013:

Women's Fund of NH, Healthy Families	\$20,000
Coit House, 2014 support	4,000
Couch Family Foundation, SHINE/PREP	<u>5,102</u>
	<u>\$29,102</u>

NOTE K -- SUBSEQUENT EVENTS

Management considered subsequent events through January 10, 2014, the date the financial statements were available to be issued.

***GOOD BEGINNINGS OF
SULLIVAN COUNTY, INC.***

**Audited Financial Statements
June 30, 2012**

AUDITED FINANCIAL STATEMENTS

GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.

June 30, 2012

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and New Hampshire

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Good Beginnings of Sullivan County, Inc.

We have audited the accompanying statement of financial position of Good Beginnings of Sullivan County, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Corporation's management. 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 of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Good Beginnings of Sullivan County, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Lawrence E. Reed, CPA, PC

February 7, 2013
Vermont License No. 1039

STATEMENT OF FINANCIAL POSITION
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2012
(With Comparative Totals for June 30, 2011)

	June 30, 2012			As of June 30, 2011
	Unrestricted	Temporarily Restricted	Total	Totals (Memorandum)
ASSETS				
Cash and cash equivalents	\$ 56,088	\$ 18,000	\$ 74,088	\$ 111,843
Cash, restricted	180	-	180	4,122
Grants and accounts receivable	45,700	3,500	49,200	44,762
Prepaid expenses	4,618	-	4,618	2,584
Equipment, furniture and fixtures	50,240	-	50,240	44,560
Accumulated depreciation	(44,965)	-	(44,965)	(42,260)
TOTAL ASSETS	\$ 111,861	\$ 21,500	\$ 133,361	\$ 165,611
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts payable	\$ 21,242	\$ -	\$ 21,242	\$ 1,737
Accrued expenses	37,936	-	37,936	34,821
Unemployment benefits payable	3,152	-	3,152	-
Advances refundable	9,916	-	9,916	-
Fiscal agency funds	180	-	180	4,122
Note payable	-	-	-	6,200
TOTAL LIABILITIES	72,426	-	72,426	46,880
NET ASSETS	39,435	21,500	60,935	118,731
TOTAL LIABILITIES AND NET ASSETS	\$ 111,861	\$ 21,500	\$ 133,361	\$ 165,611

See notes to financial statements.

STATEMENT OF FINANCIAL ACTIVITIES
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
Year Ended June 30, 2012
(With Comparative Totals for the Year Ended June 30, 2011)

	Year Ended June 30, 2012			Year Ended June 30, 2011
	Unrestricted	Temporarily Restricted	Total	Totals (Memorandum)
SUPPORT AND REVENUE				
Governmental support	\$ 363,614	\$ -	\$363,614	\$ 413,498
Program fees	200,062	-	200,062	271,829
Foundations and trusts	18,000	30,000	48,000	24,000
Donated inventory	32,708	-	32,708	49,147
Contributions	27,647	-	27,647	20,311
Donated services	22,790	-	22,790	3,500
Fundraising	13,222	-	13,222	15,027
Reimbursed expenses	5,807	-	5,807	-
Federal health insurance credit	1,196	-	1,196	2,442
Net assets released from restrictions	12,000	(12,000)	-	-
TOTAL SUPPORT AND REVENUE	697,046	18,000	715,046	799,754
EXPENSES				
Program services				
Comprehensive Family Support	195,208	-	195,208	187,747
Child Health	124,202	-	124,202	141,750
Home Visiting	114,598	-	114,598	159,647
Healthy Families	103,008	-	103,008	-
Parent Aide	83,747	-	83,747	54,868
Second Beginnings	51,283	-	51,283	39,154
PREP	21,746	-	21,746	-
Supervised Visitations	4,569	-	4,569	37,958
Prenatal	-	-	-	40,587
	698,361	-	698,361	661,711
Management and general	74,481	-	74,481	85,252
TOTAL EXPENSES	772,842	-	772,842	746,963
CHANGE IN NET ASSETS	(75,796)	18,000	(57,796)	52,791
Net assets at Beginning of Year	115,231	3,500	118,731	65,940
NET ASSETS AT END OF YEAR	\$ 39,435	\$ 21,500	\$ 60,935	\$ 118,731

See notes to financial statements.

STATEMENT OF CASH FLOWS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
Year Ended June 30, 2012
(With Comparative Totals for the Year Ended June 30, 2011)

	Year Ended June 30, 2012			Year Ended June 30, 2011
	Temporarily			Totals
	Unrestricted	Restricted	Total	(Memorandum)
OPERATING ACTIVITIES				
Change in net assets	\$ (75,796)	\$ 18,000	\$(57,796)	\$ 52,791
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities				
Depreciation	2,705	-	2,705	4,352
(Increase) decrease in operating assets:				
Grants and accounts receivable	(4,438)	-	(4,438)	14,765
Prepaid expenses	(2,034)	-	(2,034)	8,230
Increase (decrease) in operating liabilities:				
Accounts payable	19,505	-	19,505	(1,056)
Accrued expenses	3,115	-	3,115	2,875
Unemployment benefits payable	3,152	-	3,152	-
Advances refundable	9,916	-	9,916	-
Fiscal sponsor funds	(3,942)	-	(3,942)	4,122
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(47,817)	18,000	(29,817)	86,079
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of equipment	(5,680)	-	(5,680)	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(5,680)	-	(5,680)	-
FINANCING ACTIVITIES				
Principle payments on bank loan	(6,200)	-	(6,200)	(49,000)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(6,200)	-	(6,200)	(49,000)
INCREASE (DECREASE) IN CASH	(59,697)	18,000	(41,697)	37,079
Beginning cash and cash equivalents	115,965	-	115,965	78,886
ENDING CASH AND CASH EQUIVALENTS	\$ 56,268	\$ 18,000	\$ 74,268	\$ 115,965
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Interest paid	\$ 11			\$ 982

See notes to financial statements.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2012

NOTE A -- ORGANIZATION

Good Beginnings of Sullivan County, Inc. (the "Organization") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The organization serves individuals in New Hampshire's Sullivan and lower Grafton Counties and is funded primarily through governmental financial assistance and program fees, which accounts for 70%, of total revenues. A Board of Directors sets policy for the Organization and an Executive Director has the responsibility of direct management.

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation: In accordance with Financial Accounting Standards Board (FASB) ASC 958-200, *Financial Statements of Not-for-Profit Organizations*, the Organization reports information regarding its financial position and activities according to three classes of net assets as follows:

Unrestricted net assets: includes assets for which no restrictions as to use or program period have been imposed by the donor; unrestricted contributions, including service contracts, and unconditional promises to give are recorded as increases in the period received; expenses are recorded as decreases to unrestricted net assets when incurred.

Temporarily restricted net assets: includes assets for which restrictions have been imposed as to use or program period; support and revenue is recognized as an increase when the restricted award or contribution is received; when the temporary restriction has expired the amount is reported as a separate reclassification which decreases temporarily restricted net assets and increases unrestricted net assets.

Permanently restricted net assets: includes assets for which the donor has imposed a permanent restriction on the use of the funds. As of June 30, 2012, the organization had no permanently restricted net assets.

Estimates: The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents: The Organization considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

Advertising Costs: The Organization uses advertising to promote its programs and to fill positions. The costs of advertising are expensed as incurred. During the year ended June 30, 2012 advertising costs totaled \$6,294.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2012

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued

Property and Equipment: Property, equipment, and improvements with costs greater than \$500 are carried at cost. Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations as to how long the asset must be maintained, the Organization reports expirations of donor restrictions and reclassifies temporarily restricted net assets to unrestricted net assets when the donated or acquired assets are placed in service as instructed by the donor. Property, equipment, and improvements are depreciated using the straight-line method over the estimated useful lives of the assets. Depreciation expense for the year ended June 30, 2012 totaled \$2,705. Major maintenance activities are capitalized if they extend the life of the property or equipment.

Revenue Recognition: The Organization accounts for contributions in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Under such statement, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Unrestricted contributions, and restricted contributions for which the restrictions expire in the fiscal year in which the contributions are recognized, are reported as increases in unrestricted net assets. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted assets.

Contributed Services, Facilities and Materials: During the year ended June 30, 2012 the Organization received direct and indirect contributions of services, facilities and materials related to its programs and fundraising efforts. The Organization operates two thrift stores which sells donated clothing and housing goods. Because of the difficulty of valuing the donated inventory when it is received, the inventory donation is recognized as income on the statement of activities when the inventory is sold. In addition, the Organization received contributed professional services totaling \$22,790 during the year ended June 30, 2012. The criterion for recognition of such volunteer effort under generally accepted accounting principles is that the services must be specialized skills, which would be purchased if not donated. This condition has been met. These contributed service revenues, and corresponding expenses, have been recognized in the accompanying statement of activities. No other amounts for donated services have been recognized in the accompanying statement of activities because the criteria for recognition under FASB ASC 958-605 have not been satisfied.

Functional Allocation of Expenses: The costs of providing program activities have been summarized on a functional basis in the statement of activities. Support expenses not directly chargeable to program costs are allocated based on direct program expenses, units of service, or other program related methods. Accordingly, certain costs have been allocated between program services and supporting services.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2012

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued

Income Taxes: The Organization is exempt from federal and state taxes under section 501(c)(3) of the Internal Revenue Code and has been classified as an entity that is not a private foundation within the meaning of Section 509 (a) and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). The Center's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2012, 2011 and 2010 are subject to examination by the IRS, generally for three years after they were filed. In accordance with FASB ASC 740-10, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to Federal or State income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE C -- GRANTS AND ACCOUNTS RECEIVABLE

The Organization is awarded cost reimbursement grants by various organizations. Revenues associated with these grants are recorded as the associated expenses are incurred. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. Grants and accounts receivable totaling \$48,004 as of June 30, 2012 are composed of the following balances due for services provided and are deemed by management to be fully collectible:

Accounts receivable	\$44,504
Grants receivable	<u>3,500</u>
	<u>\$48,004</u>

NOTE D -- SELF FUNDED UNEMPLOYMENT BENEFITS PAYABLE

The Organization elected to be self-funded for the purpose paying employee unemployment claims costs under the New Hampshire Department of Employment Security Statute Chapter 282-A:69 II. Accordingly, the Organization pays unemployment claims at the time an employee files for benefit payments rather than paying quarterly contributions to the New Hampshire unemployment fund. During the year ended June 30, 2012, the Organization implemented a workforce reduction plan as a part of restructuring its operations as a result of state funding reductions and new restrictions on Medicaid benefit payments. The workforce reduction resulted in unemployment claims payments totaling \$10,705 for fiscal 2012. During the first quarter of fiscal 2013 the Organization paid additional unemployment claims totaling \$3,152 related to the fiscal 2012 workforce reduction. This amount has been recorded on the statement of financial position as a liability for self-funded unemployment benefits payable. As of the audit report date, management had no plans for further workforce reductions in fiscal 2013.

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2012

NOTE E -- CONTINGENT LIABILITIES

The Organization receives funds under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds were found to not have been made in compliance with the proposal, the Organization might be required to return this portion of funds to the grantor. As of June 30, 2012, there were no known disallowed expenditures and, therefore, no provision has been made for this contingency.

NOTE F -- BANK LINE OF CREDIT

The Organization has a bank line of credit in the amount of \$80,000. The bank holds a security interest in all the assets of the Organization. The terms of the credit line include monthly payments of interest, based on the New York Prime rate adjusted monthly, and full payment of the outstanding balance for a minimum period of 30 days each year. As of June 30, 2012, the outstanding balance was \$0.

NOTE G -- OPERATING LEASE ARRANGEMENTS

On December 1, 2011 the Organization signed a lease for a new facility. The lease agreement stipulates an initial lease period of twenty months with one twelve-month automatic renewal. The monthly rental payment is \$1,150, plus utilities and includes a real estate tax escalation clause. Total lease payments on this facility for the year ended June 30, 2012 were \$8,050.

On November 1, 2011 the Organization entered into a lease agreement for the lease of space to open an additional thrift store in a neighboring town. The lease stipulates a monthly rent payment of \$1,250 for an initial term of one year plus utilities. Total lease payments on this facility for the year ended June 30, 2012 were \$8,750.

The Organization leases a photocopier with a minimum monthly rent of \$188 based on a maximum of 7,500 copies at 2.5 cents per copy. If the monthly usage exceeds 7,500, the organization pays the additional amount due at the per copy rate the following month. Total rental expense for the year-ended June 30, 2012 was \$2,594.

Future minimum rental payments are as follows for the fiscal years ending June 30:

2013	\$22,300
2014	14,175
2015	<u>1,150</u>
	<u>\$37,625</u>

NOTES TO FINANCIAL STATEMENTS
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.
June 30, 2012

NOTE H -- SUPPORT FROM GOVERNMENTAL UNITS

The Organization receives a substantial amount of its support from federal and state governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Organization's ability to continue its programs and activities.

NOTE I -- FAIR VALUE OF FINANCIAL INSTRUMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2012 the Organization has no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, prepaid expenses, accounts payable, accrued expenses, self-funded unemployment benefits payable, advances refundable, fiscal agency funds, and note payable are reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

NOTE J -- RESTRICTIONS ON ASSETS

As of June 30, 2012 temporary restrictions on net assets totaling \$21,500 were primarily related to funds received for the healthy families America and prenatal programs that had not yet been expended.

NOTE K -- SUBSEQUENT EVENTS

Management considered subsequent events through February 7, 2013, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

LAWRENCE E. REED, CPA, PC
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**INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTAL INFORMATION**

To the Board of Directors
Good Beginnings of Sullivan County, Inc.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Good Beginnings of Sullivan County, Inc. taken as a whole. The accompanying schedule of functional expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Lawrence E. Reed, CPA, PC

February 7, 2013
Vermont License No. 1039

**SCHEDULE OF FUNCTIONAL EXPENSES
GOOD BEGINNINGS OF SULLIVAN COUNTY, INC.**

Year Ended June 30, 2012

(With Comparative Totals for the Year Ended June 30, 2011)

	Total All Services	Mgt. & General	Program Services									Totals (Memorandum)	Year Ended June 30, 2011
			Total	Family Support	Child Health	Home Visiting	Healthy Families	Parent Aide	Second Beginnings	PREP	Supervised Visitation		
Salaries and wages	\$437,904	\$52,453	\$385,451	\$116,108	\$69,605	\$73,199	\$37,205	\$50,788	\$26,577	\$9,533	\$2,436	\$472,778	
Employee benefits	78,088	10,461	67,627	20,627	16,386	11,843	6,704	8,704	1,660	1,522	181	59,320	
Professional fees	73,560	-	73,560	12,211	12,389	9,195	25,959	11,256	1,210	-	1,340	42,051	
Occupancy	54,329	592	53,737	16,210	11,109	6,817	1,986	4,287	12,986	142	200	47,440	
Payroll taxes	32,518	4,501	28,017	8,648	5,141	5,573	2,249	3,703	1,965	526	212	34,938	
Supplies	26,070	2,064	24,006	8,430	987	937	7,827	402	2,328	3,092	3	31,157	
Training & dev.	24,311	-	24,311	2,943	-	-	15,526	-	-	5,842	-	6,125	
Mileage reimb.	18,938	-	18,938	4,614	3,907	4,006	2,623	2,692	64	1,030	2	28,235	
Telephone	7,774	837	6,937	1,886	1,760	1,056	187	656	1,319	-	73	8,720	
Advertising	6,294	996	5,298	366	329	207	1,617	129	2,642	-	8	1,576	
Insurance	6,021	964	5,057	1,616	1,502	915	132	565	250	-	77	5,799	
Printing	2,968	310	2,658	720	557	337	725	210	89	-	20	2,826	
Depreciation	2,705	324	2,381	717	430	452	230	314	164	59	15	4,352	
Postage	1,351	968	383	112	100	61	38	41	29	-	2	664	
Interest	11	11	-	-	-	-	-	-	-	-	-	982	
TOTAL EXPENSES	\$772,842	\$74,481	\$698,361	\$195,208	\$124,202	\$114,598	\$103,008	\$83,747	\$51,283	\$21,746	\$4,569	\$746,963	

Good Beginnings of Sullivan County
BOARD OF DIRECTORS
2014

Debra Mochi (Pres.) Insurance and Risk Management New London, NH 03257	Term Expires 2015
Beth Hoyt-Flewelling Granite State College Sutton, NH 03260	Term Expires 2017
Char Delabar (Treasurer) Retired Educator Cornish, NH 03745	Term Expires 2017
Susan Elliott, Ph.D. Quinnipiac University School of Education New London, N.H. 03257	Term Expires 2015
Linda Gould Speech and Language Consultant Claremont, NH 03743	Term Expires 2015
Laurel Hall (Parent Rep) Claremont School District Claremont, NH 03743	Term Expires 2016
April Royce Accountant –Canam Sunapee, NH 03782	Term Expires 2015
Clara Sheehy Court-Appointed Special Advocate New London, NH 03257	Term Expires 2017
William Sullivan, CPA (Finance Committee Chair) Charlestown, NH 03603	Term Expires 2015
Michele Thomas Bank of NH Claremont, NH 03743	Term Expires 2016
Carole Wood Retired Educator Grantham, NH 03753	Term Expires 2016

Ellie M. Tsetsi

Employment

1992 – Present Good Beginnings of Sullivan County Claremont, NH

Executive Director

- Administration of county-wide maternal and child health program.
- Fiscal management.
- Staff hiring, training, supervision and evaluation.
- Program development, implementation and evaluation.
- Grant writing and budget management.
- Contracts management.
- Public relations
- Strategic planning

1990-1992 Developmental Services of Sullivan County Claremont, NH

Program Coordinator

- Administration of 10-bed Intermediate Care Facility for the Mentally Retarded
- Hiring, training, supervision and evaluation of professional and para-professional staff.
- Compliance with state regulations.
- Crisis intervention and management.

1983-1988 Student Conservation Association

Charlestown, NH

Program Manager

- Placement of adult volunteers in national parks and forests
- National and international recruitment of volunteers
- Liaison with federal and state resource management agencies
- Supervision and training of staff
- Crisis Management

1977-1979 West Central Services

Claremont, NH

Case Manager

- Case management for chronic mentally ill patients.
- Development and Implementation of case plan.
- Recreation and socialization therapy.

Education

1971-1975

Bates College

Lewiston, ME

BA Sociology Minor: English

Social Work Internship: VA Hospital, Togus, ME.

2006

UCLA-Anderson School of Management

Los Angeles, CA

Johnson and Johnson Healthcare Executive Program

Karen W. Jameson, M.Ed, RN
PO Box 1098
Claremont, NH 03743
(603) 542-1848

Education:

University of Maine, Orono, ME
Bachelor of Science in Animal, Veterinary and Aquatic Sciences May 1991

New Hampshire Community Technical College, Claremont, NH
Associate degree in nursing May 2001

Plymouth State University, NH
M.Ed in Health Education – May 2009

Professional

Experience: Good Beginnings of Sullivan County, Claremont, NH 03743

(9/02- present)

Registered Nurse/Lactation Counselor/Home Visiting Coord.: Function as a member of a dynamic team providing comprehensive health and parenting support to pregnant women, children and families. Provides health education and encouragement to ensure the best possible outcomes for infant and mother. Network with other social service agencies.

Valley Regional Hospital, Claremont, NH 03743

(6/01-12/02)

Registered Nurse: Assessed, diagnosed, planned, implemented and evaluated health care strategies for patients in a fast-paced medical and surgical unit.

Planned Parenthood of Northern New England, West Lebanon, NH 03784

(9/94-5/03)

Health care Assistant/ Registered Nurse: Performed a variety of medical, clerical, and administrative functions in a busy health care facility. Responsible for client safety, education and advocacy.

Dartmouth College, Biology Department, Hanover, NH 03755

(1/93-1/94)

Laboratory technician: Directly responsible for the efficient operation of a cell biology research lab. Supervised and trained several undergraduate students, ordered and inventoried supplies, performed various scientific assays. Assisted in grant application process.

Avian farms International, Waterville, ME 04989

(12/91-7/92)

Barn Manager: Independently supervised three employees in the care of 4,000 genetic research chickens. Responsible for barn safety, flock health, record keeping, egg production and egg hatchability. Member of company safety committee.

Good Beginnings of Sullivan County

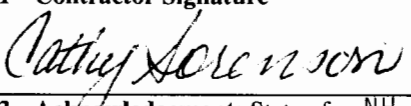
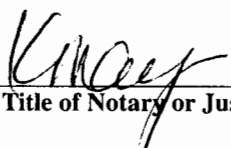
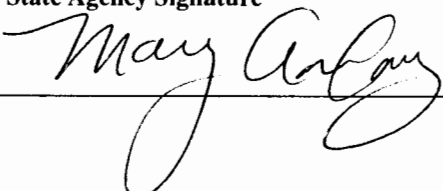
Key Personnel

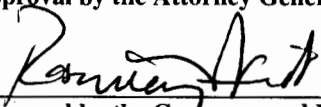
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ellie Tsetsi, BA	Executive Director	\$70,158	0	0
Karen Jameson, M.Ed, RN	HV Prog. Coordinator	\$41,600	40%	\$16,640

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Home Healthcare, Hospice and Community Services, Inc.		1.4 Contractor Address 312 Marlboro Street P.O. Box 564 Keene NH 03431	
1.5 Contractor Phone Number (603) 352-2253	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cathy Sorenson, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5/1/14</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] 		KIMBERLY K. MAY, Notary Public My Commission Expires January 27, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly K. May, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Carr Associate Commissioner	

1.16	Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:	
1.17	Approval by the Attorney General (Form, Substance and Execution)	
By:		On: 6-3-14
1.18	Approval by the Governor and Executive Council	
By:	On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Cp 5/1/2014

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 8:00 a.m.-4:30 p.m., five (5) days per week (the main office will be staffed from 8:00 a.m.-4:30 p.m. seven days a week):
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Inform clients of the online process, NHEasy;
 - 1.1.2.2 Provide assistance with completing and submitting applications/paperwork.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency;
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ;
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Screen for Domestic Violence by using the Relationship tool, if domestic violence is suspected or determined the Contractor will:
 - 1.1.5.1.1 Refer to client to the Monadnock Center for Violence Prevention
 - 1.1.6 Family centered early childhood programs;
 - 1.1.7 Child development education;
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Refer clients/families to Monadnock Developmental Services.
 - 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Provide assistance with completing and submitting applications/paperwork.
 - 1.1.10 Family mentoring and advocacy programs;
 - 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.1.12 Independent Living skills training;
 - 1.1.13 Life course planning;
 - 1.1.14 Life skills training;
 - 1.1.15 Literacy education and support;
 - 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Refer clients/families to the Monadnock Family Services.
 - 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Refer client/families to Dental Health Works or the Traveling Area Dental Services
 - 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Remain Healthy Homes Certified, which allows the Contractor to access homes for the following:
 - 1.1.19.1.1 Increased risk for fire;
 - 1.1.19.1.2 Lead poisoning;
 - 1.1.19.1.3 Electrical injuries;
 - 1.1.19.1.4 Falls;
 - 1.1.19.1.5 Rodent bites; and
 - 1.1.19.1.6 Other issues of concern
 - 1.1.19.2 Coordinate rides to medical appointments;
 - 1.1.19.3 Advocate for families as necessary.
 - 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Implement the Growing Great Kids Program;
 - 1.1.20.2 Use the Bright Futures Program;
 - 1.1.20.3 Use the Ages and Stages Questionnaire to educate parents about developmental milestones.
 - 1.1.21 Parents As Teachers home visiting curriculum;
 - 1.1.22 Smoking cessation assistance;
 - 1.1.23 Substance abuse services; the Contractor will:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.1.23.1 Screen for substance abuse by utilizing the "TWEAK" assessment tool.
 - 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Use the ACE assessment; and
 - 1.1.24.2 Refer clients/families to Monadnock Family Services
 - 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Provide assistance with completing and submitting applications/paperwork.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Place brochures detailing Comprehensive Family Support Services at:
 - 1.2.1.1 Cheshire Medical Center
 - 1.2.1.2 Dartmouth Hitchcock Clinic
 - 1.2.1.3 Monadnock Community Hospital
 - 1.2.1.4 The court house;
 - 1.2.1.5 School nurses' offices; and
 - 1.2.1.6 Other social service agencies within the region.
 - 1.2.2 Continue to maintain the referral system with the local hospital and other social service agencies.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Continue to have staff work flexible hours to meet times most comfortable for the family;
 - 1.3.2 Encourage family support groups and family gatherings to encourage everyone in the family to participate in the child's; and
 - 1.3.3 Develop support groups and restructure some materials to engage more fathers to be present and involved in family life.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Continue to have staff volunteer within the Monadnock United Way and other partner agencies;
 - 1.4.2 Continue to have staff stay active with local community initiatives;
 - 1.4.3 Participate in Managed Care Group in Keene, Monadnock Voices for Prevention and the Collective Impact Steering Committee (groups dedicated to the collaboration among agencies to ensure the needs of the children in the Monadnock region are being met);
 - 1.4.4 Continue to have staff serve on partner agency boards.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
- 1.5.1 Research private foundations and federal government sources each year for additional funding opportunities.
- 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
- 1.7 Facilitating identification and evaluation of programs/services, using the Relationship Tool, Ages and Stages Questionnaire, Edinburgh Postnatal Depression, TWEAK, Adverse Childhood Experience Assessment, Healthy Homes "One Touch" assessment, and the Child and Adolescent Needs and Strengths Assessment, for families experiencing conditions that include, but are not limited to:
- 1.7.1 Current founded or unfounded child protective services report;
- 1.7.2 Previous founded child protective services report;
- 1.7.3 Closed DCYF case;
- 1.7.4 Child's low birth weight and neuro developmental delays;
- 1.7.5 History of, or current, parental or caregiver substance abuse;
- 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
- 1.7.7 Problematic marital relationship;
- 1.7.8 Family history, including history of domestic violence;
- 1.7.9 Child's insecure attachment in early years;
- 1.7.10 Pregnancy;
- 1.7.11 Recent birth of a child (within 6-12 months);
- 1.7.12 Expected birth of an additional child (within 6 months);
- 1.7.13 Birth of a child or expected birth of a child with special health care needs;
- 1.7.14 More than 1 child under the age of 3 years;
- 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
- 1.7.16 Physical or social isolation;
- 1.7.17 Home conditions present a health and safety risk to family members;
- 1.7.18 Chronic health problems, which interfere with care giving; and
- 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
- 1.7.20 ASQ & ASQ-SE results that indicate possible delay;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
 - 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
 - 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
 - 1.9.1 Meet quarterly with the Client Services Advisory Committee (an oversight group) regarding policy and review of the quarterly quality measures;
 - 1.9.2 Continue to have Maternal Child Health Program staff meet with referral sources and collaborating agencies on a regular basis for case review and discussions which include quality improvement
 - 1.9.3 Provide all program participants a survey on an annual basis which includes:
 - 1.9.3.1 Client experience with accessing care;
 - 1.9.3.2 Staff interaction;
 - 1.9.3.3 Likelihood to refer the program to others in the community.
 - 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
 - 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
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- 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
- 1.17.1 The Program Director will:
- 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
- 1.17.2 Professional Home Visitors will:
- 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
- 1.17.3 Paraprofessional home visitors shall have at minimum:
- 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.
 - 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
 - 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
 - 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
 - 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
 - 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
 - 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.

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Comprehensive Family Support Services
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- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
 - 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
 - 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
 - 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
 - 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
 - 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
 - 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
 - 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
 - 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to

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



quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2). The Contract will:

- 1.36.1 Stop the assessment process when there is a question regarding the client's ability to communicate until an interpreter can be secured;
 - 1.36.2 Provide a list of interpreters as needed;
 - 1.36.3 Provide client related forms in other languages as appropriate, or secure an interpreter for translation;
 - 1.36.4 Provide large print versions of client information as necessary or read aloud documents for the visually impaired;
 - 1.36.5 Provide a sign language interpreter or TDD upon a client's request for the hearing impaired.
-
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
 - 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
 - 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
 - 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 2.1.1.10 Community impact of the services provided;
- 2.1.1.11 Family income, composed of earned income and child support receipts;
- 2.1.1.12 Number of families employed or in training;
- 2.1.1.13 Number of families reporting housing destabilization;
- 2.1.1.14 Number of expectant women and children receiving WIC services.
- 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:

**New Hampshire Department of Health and Human Services
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- 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Home Healthcare, Hospice and Community Services

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$20,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ **Full Time** (31 or more hrs) ☐ **Half Time** (16-30 hrs/week) ☐ **Part Time** (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Email Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit B

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- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

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

Bidder/Program Name: VNA at HCS

Budget Request for: 15-DHHS-OHS-DCYF-01
(Name of RFP)

Budget Period: 7/1/14 - 6/30/15

1. Total Salary/Wages	\$ 95,257.00	\$ 17,033.00	\$ 112,290.00	\$ 13,184.00	\$ 2,443.00	\$ 15,627.00	\$ 82,073.00	\$ 14,590.00	\$ 96,663.00
2. Employee Benefits	\$ 34,793.00	\$ 4,701.00	\$ 39,494.00	\$ 5,010.00	\$ 674.00	\$ 5,684.00	\$ 29,783.00	\$ 4,027.00	\$ 33,810.00
3. Consultants	-	\$ 1,308.00	\$ 1,308.00	-	\$ 188.00	\$ 188.00	-	\$ 1,120.00	\$ 1,120.00
4. Equipment:									
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	\$ 287.00	\$ 287.00	-	\$ 41.00	\$ 41.00	-	\$ 246.00	\$ 246.00
5. Supplies:									
Educational	-	\$ 804.00	\$ 804.00	-	\$ 114.00	\$ 114.00	-	\$ 690.00	\$ 690.00
Lab	-	-	-	-	-	-	-	-	-
Medical	-	\$ 153.00	\$ 153.00	-	\$ 22.00	\$ 22.00	-	\$ 131.00	\$ 131.00
Pharmacy	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-
6. Travel	\$ 11,836.00	\$ 221.00	\$ 12,057.00	\$ 2,000.00	\$ 32.00	\$ 62.00	\$ 9,836.00	\$ 189.00	\$ 10,025.00
7. Occupancy	-	\$ 656.00	\$ 656.00	-	\$ 94.00	\$ 94.00	-	\$ 562.00	\$ 562.00
8. Current Expenses									
Telephone	\$ 1,997.00	\$ 62.00	\$ 2,059.00	\$ 400.00	\$ 9.00	\$ 409.00	\$ 1,597.00	\$ 53.00	\$ 1,650.00
Postage	-	\$ 51.00	\$ 51.00	-	\$ 7.00	\$ 7.00	-	\$ 44.00	\$ 44.00
Subscriptions	-	\$ 7.00	\$ 7.00	-	\$ 2.00	\$ 2.00	-	\$ 5.00	\$ 5.00
Audit and Legal	-	\$ 137.00	\$ 137.00	-	\$ 20.00	\$ 20.00	-	\$ 117.00	\$ 117.00
Insurance	-	\$ 130.00	\$ 130.00	-	\$ 19.00	\$ 19.00	-	\$ 111.00	\$ 111.00
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	\$ 91.00	\$ 91.00	-	\$ 13.00	\$ 13.00	-	\$ 78.00	\$ 78.00
11. Staff Education and Training	\$ 747.00	\$ 86.00	\$ 833.00	\$ 150.00	\$ 12.00	\$ 162.00	\$ 597.00	\$ 74.00	\$ 671.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	\$ 18.00	\$ 18.00	-	\$ 3.00	\$ 3.00	-	\$ 15.00	\$ 15.00
TOTAL	\$ 144,630.00	\$ 26,176.00	\$ 170,806.00	\$ 20,744.00	\$ 3,755.00	\$ 24,499.00	\$ 123,866.00	\$ 22,421.00	\$ 146,307.00

Indirect As A Percent of Direct 18.1%

Contractor's Initials *cp*
Date *5/1/14*

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

Bidder/Program Name: VNA at Home Healthcare, Hospice and Community Services

Budget Request for: 15-DHHS-OHS-DCYF-01

(Name of RFP)

Budget Period: 7/1/15 - 6/30/16

1. Total Salary/Wages	\$ 95,257.00	\$ 17,033.00	\$ 112,290.00	\$ 13,184.00	\$ 2,443.00	\$ 15,627.00	\$ 82,073.00	\$ 14,590.00	\$ 96,663.00
2. Employee Benefits	\$ 34,793.00	\$ 4,701.00	\$ 39,494.00	\$ 5,010.00	\$ 674.00	\$ 5,684.00	\$ 29,783.00	\$ 4,027.00	\$ 33,810.00
3. Consultants	\$ -	\$ 1,308.00	\$ 1,308.00	\$ -	\$ 188.00	\$ -	\$ -	\$ 1,120.00	\$ 1,120.00
4. Equipment:									
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 287.00	\$ 287.00	\$ -	\$ 41.00	\$ 41.00	\$ -	\$ 246.00	\$ 246.00
Purchase/Depreciation	\$ -	\$ 804.00	\$ 804.00	\$ -	\$ 114.00	\$ 114.00	\$ -	\$ 690.00	\$ 690.00
5. Supplies:									
Educational	\$ -	\$ 153.00	\$ 153.00	\$ -	\$ 22.00	\$ 22.00	\$ -	\$ 131.00	\$ 131.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 431.00	\$ 431.00	\$ -	\$ 62.00	\$ 62.00	\$ -	\$ 369.00	\$ 369.00
6. Travel	\$ 11,836.00	\$ 221.00	\$ 12,057.00	\$ 2,000.00	\$ 32.00	\$ 2,032.00	\$ 9,836.00	\$ 189.00	\$ 10,025.00
7. Occupancy	\$ -	\$ 656.00	\$ 656.00	\$ -	\$ 94.00	\$ 94.00	\$ -	\$ 562.00	\$ 562.00
8. Current Expenses									
Telephone	\$ 1,997.00	\$ 62.00	\$ 2,059.00	\$ 400.00	\$ 9.00	\$ 409.00	\$ 1,597.00	\$ 53.00	\$ 1,650.00
Postage	\$ -	\$ 51.00	\$ 51.00	\$ -	\$ 7.00	\$ 7.00	\$ -	\$ 44.00	\$ 44.00
Subscriptions	\$ -	\$ 7.00	\$ 7.00	\$ -	\$ 2.00	\$ 2.00	\$ -	\$ 5.00	\$ 5.00
Audit and Legal	\$ -	\$ 137.00	\$ 137.00	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 117.00	\$ 117.00
Insurance	\$ -	\$ 130.00	\$ 130.00	\$ -	\$ 19.00	\$ 19.00	\$ -	\$ 111.00	\$ 111.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 91.00	\$ 91.00	\$ -	\$ 13.00	\$ 13.00	\$ -	\$ 78.00	\$ 78.00
11. Staff Education and Training	\$ 747.00	\$ 86.00	\$ 833.00	\$ 150.00	\$ 12.00	\$ 162.00	\$ 597.00	\$ 74.00	\$ 671.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ 18.00	\$ 18.00	\$ -	\$ 3.00	\$ 3.00	\$ -	\$ 15.00	\$ 15.00
TOTAL	\$ 144,630.00	\$ 26,176.00	\$ 170,806.00	\$ 20,744.00	\$ 3,755.00	\$ 24,499.00	\$ 123,886.00	\$ 22,421.00	\$ 146,307.00

18.1%

Indirect As A Percent of Direct

Contractor's Initials Cyp
Date 5/1/14



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

Home Healthcare, Hospice and Community Services

5/1/2014
Date

Carthy Sorenson
Name: Carthy Sorenson
Title: President/CEO



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

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

312 Marlboro Street, Keene, NH

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

Contractor Name:

Home Healthcare, Hospice and Community Services

5/1/2014
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:
Home Healthcare, Hospice and Community Services

5/1/2014
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:
Home Healthcare, Hospice and Community Services

5/1/2014
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Home Healthcare, Hospice and Community Services

5/1/2014
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO



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.

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

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

NH DHHS
The State

Mary Ann Conway
Signature of Authorized Representative

Mary Ann Conway
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/28/14
Date

Home Healthcare, Hospice and Community Services
Name of the Contractor

Cathy A. Sorenson
Signature of Authorized Representative

Cathy Sorenson
Name of Authorized Representative

President/CEO
Title of Authorized Representative

5/1/14
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:

Home Healthcare, Hospice and Community Services

5/1/2014
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 048501936
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

 NO YES

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

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

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

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

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 HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 21, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2014

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

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

PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	CONTACT NAME: Nancy Wallace	
	PHONE (A/C, No, Ext): (207) 985-2941	FAX (A/C, No): (207) 985-3122
INSURED Home Healthcare Hospice & Community Svcs VNA at HSC PO Box 564 312 Marlboro St Keene NH 03431	E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Charter Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL138502318 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	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					☒ WC STATU-TORY LIMITS ☐ OTH-ER
			N/A	WCA00539800	7/1/2013	7/1/2014	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER

DHHS Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Danny Edgecomb/DE

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE 603/224-0849
TELEFAX 603/224-2397

Independent Auditor's Report

Board of Directors
VNA at HCS, Inc.
Keene, New Hampshire

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheets as of June 30, 2013 and 2012, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

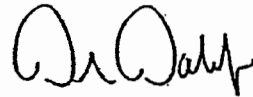
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VNA at HCS, Inc. as of June 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "A. D. Alf", is located in the upper right quadrant of the page.

Concord, New Hampshire
September 24, 2013

VNA AT HCS, INC.
BALANCE SHEETS
JUNE 30, 2013 AND 2012

ASSETS

	2013	2012
Current Assets		
Cash and cash equivalents	\$ 1,486,615	\$ 957,631
Temporary investments	38,487	33,457
Patient accounts receivable, less allowances for uncollectible accounts of \$320,768 and \$293,046 at June 30, 2013 and 2012, respectively	2,042,500	2,000,336
Other receivables	597,672	391,605
Prepaid expenses	24,382	27,611
Due from affiliates	4,918,772	5,279,069
Total Current Assets	9,108,428	8,689,709
Assets Limited As To Use	116,326	170,374
Property And Equipment, Net	249,730	362,960
TOTAL ASSETS	<u>\$ 9,474,484</u>	<u>\$ 9,223,043</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable	\$ 139,740	\$ 153,457
Due to third-party payers	5,000	5,535
Accrued payroll and related expenses	727,011	651,451
Deferred revenue	687,054	566,862
Total Current Liabilities	1,558,805	1,377,305
Net Assets		
Unrestricted	7,799,353	7,675,364
Temporarily restricted	97,668	151,716
Permanently restricted	18,658	18,658
Total Net Assets	7,915,679	7,845,738
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 9,474,484</u>	<u>\$ 9,223,043</u>

(See accompanying notes to these financial statements)

VNA AT HCS, INC.

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Operating Revenue		
Patient service revenue	\$ 15,288,208	\$ 14,904,158
Provision for bad debts	(209,200)	(111,000)
Net patient service revenue	15,079,008	14,793,158
Other operating revenue	3,112,032	3,020,600
Total Operating Revenue	18,191,040	17,813,758
Operating Expenses		
Salaries and benefits	12,075,835	11,874,598
Other operating expenses	2,911,890	3,005,816
Depreciation	335,579	348,770
Management fees	2,969,389	2,692,832
Total Operating Expenses	18,292,693	17,922,016
OPERATING LOSS	(101,653)	(108,258)
Other Revenue and Gains		
Contributions	223,334	316,391
Investment income	2,308	3,595
Total Other Revenue Gains	225,642	319,986
EXCESS OF REVENUE OVER EXPENSES	123,989	211,728
Net assets released from restriction for capital acquisitions	-	167,175
INCREASE IN UNRESTRICTED NET ASSETS	\$ 123,989	\$ 378,903

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	Unrestricted	Temporarily Restricted	Permanent Restricted	Total
Balance, June 30, 2011	\$ 7,296,461	\$ 16,170	\$ 18,658	\$ 7,331,289
Excess of revenue over expenses	211,728	-	-	211,728
Contributions	-	367,175	-	367,175
Investment income	-	353	-	353
Net assets released from restriction	-	(64,807)	-	(64,807)
Net assets released from restriction for capital acquisitions	167,175	(167,175)	-	-
Change in Net Assets	378,903	135,546	-	514,449
Balance, June 30, 2012	7,675,364	151,716	18,658	7,845,738
Excess of revenue over expenses	123,989	-	-	123,989
Investment income	-	398	-	398
Net assets released from restriction	-	(54,446)	-	(54,446)
Change in Net Assets	123,989	(54,048)	-	69,941
Balance, June 30, 2013	<u>\$ 7,799,353</u>	<u>\$ 97,668</u>	<u>\$ 18,658</u>	<u>\$ 7,915,679</u>

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 69,941	\$ 514,449
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Bad debt expense	209,200	111,000
Depreciation	335,579	348,770
(Increase) decrease in the following assets:		
Temporary investments	(5,030)	191,100
Patient accounts receivable	(251,364)	(587,270)
Other receivables	(206,067)	138,204
Prepaid expenses	3,229	916
Due from affiliate	360,297	31,650
Increase (decrease) in the following liabilities:		
Accounts payable	(13,717)	(273)
Due to third-party payers	(535)	(6,465)
Accrued payroll and related expenses	75,560	(482,921)
Deferred revenue	120,192	(198,851)
Net Cash Provided by Operating Activities	697,285	60,309
Cash Flows From Investing Activities		
Increase in assets limited as to use	54,048	(135,546)
Capital expenditures, net of dispositions	(222,349)	(437,898)
Net Cash Used by Investing Activities	(168,301)	(573,444)
Net Increase (Decrease) in Cash and Cash Equivalents	528,984	(513,135)
Cash and cash equivalents, beginning of year	957,631	1,470,766
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,486,615	\$ 957,631

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

VNA at HCS, Inc., "The Association", is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

Affiliates

Home Healthcare, Hospice and Community Services, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to its affiliate. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

Income Taxes

The Association is a public charity under Section 501 (c)(3) of the Internal Revenue Code. As a public charity, The Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Association is no longer subject to income tax examinations for years prior to 2010.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

Assets Limited as to Use

Assets limited as to use primarily include assets that are limited as to use per donor restriction. Assets limited as to use per donor restriction include temporarily restricted assets for hospice respite services and permanently restricted endowment assets.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which may or may not be limited by donors to a specific time period or purpose.

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Excess of Revenue Over Expenses

The Statements of Operations reflect the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

Recently Issued Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts*. The update requires certain health care entities to present the bad debt expense associated with patient service revenue as a deduction from patient service revenue (net of contractual allowances and discounts) rather than as an operating expense. Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts, including qualitative and quantitative information about changes in the allowance for doubtful accounts. The amendment is effective for fiscal years beginning on or after December 15, 2011, with early adoption permitted. The Association adopted the amendment as of July 1, 2012 and retrospectively applied the amendment for the year ended June 30, 2012.

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use by donor restriction at June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Donor restricted		
Temporarily - meal sites	\$ 6,842	\$ 6,825
Temporarily - respite	9,362	9,362
Temporarily - Shea charitable gift	81,464	135,529
Permanently - income for operations	8,658	8,658
Permanently - income for hospice	<u>10,000</u>	<u>10,000</u>
Total	<u>\$ 116,326</u>	<u>\$ 170,374</u>

The composition of assets limited as to use at June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Cash and cash equivalents	\$ 19,362	\$ 19,362
Temporary investments	<u>96,964</u>	<u>151,012</u>
Total	<u>\$ 116,326</u>	<u>\$ 170,374</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Furniture and equipment	\$ 1,725,801	\$ 1,701,672
Less, accumulated depreciation	<u>1,476,071</u>	<u>1,338,712</u>
Property and Equipment, Net	<u>\$ 249,730</u>	<u>\$ 362,960</u>

NOTE 4 ENDOWMENTS

There were no board designated endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Association
- (7) The investment policies of the Association

The Association has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

The endowment assets consist of a balanced portfolio of cash, debt and equity securities. Investment returns earned on endowments is expended when earned unless otherwise stipulated by the donor.

NOTE 5 PATIENT SERVICE REVENUE

Patient service revenue provided for the year ended June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Medicare	\$ 10,395,373	\$ 9,966,493
Medicaid	1,360,043	1,412,002
Other third-party payers	1,532,608	1,598,642
Municipalities - fee for service	80,690	73,058
Private pay	<u>1,919,494</u>	<u>1,853,963</u>
Total	<u>\$ 15,288,208</u>	<u>\$ 14,904,158</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$2,897,969 and \$2,796,100 for the years June 30, 2013 and 2012, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

NOTE 6 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 15,323,304	\$ 15,229,184
Administrative and general	<u>2,969,389</u>	<u>2,692,832</u>
Total	<u>\$ 18,292,693</u>	<u>\$ 17,922,016</u>

NOTE 7 RELATED PARTY TRANSACTIONS

The Association purchased services from affiliates amounting to \$2,969,389 and \$2,692,832 in management services and \$163,023 and \$163,830 in contract services for the years ended June 30, 2013 and 2012, respectively.

NOTE 8 CONCENTRATION OF RISK

The Association has cash deposits in a major financial institution in excess of \$250,000, which exceed federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2013 and 2012 Medicare and Medicaid represented 63% and 12% and 68% and 5% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 9 RETIREMENT PLAN

The Association has adopted a defined contribution plan. The retirement plan expense was \$101,674 and \$116,154 for the years ended June 30, 2013 and 2012, respectively.

NOTE 10 MALPRACTICE INSURANCE

The Association insures its medical malpractice risks on a claims made basis. There were no known malpractice claims outstanding at June 30, 2013 and 2012, which in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

NOTE 11 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through September 24, 2013, which is the date the financial statements were available to be issued.



Comfort, care and support
when home is where you want to be . . .

**HCS/VNA at HCS, Inc.
2013-2014 Board of Directors**

Chair: Deborah J. Blanc

2009-2012

2012-2015

Jane Larmon

2012-2015

Vice-Chair: Betsy Cotter

2011-2014

John McIntosh

2013-2016

Treasurer: Joji Robertson

2102-2015

Allen Mendelson

2013-2016

Secretary: Peter Gosline

2009-2012

2012-2015

Charles Montgomery, MD

2011-2014

Janet Ackerman

2012-2015

Maureen O'Brien

2011 - 2014

Joe Baute

2006-2009

2009-2012

2012-2013

2013-2016

Brian Reilly, MD

2012-2015

JoAnn Fenton

2009-2012

2012-2015

**Katherine J. Snow, Director at
Large**

2008-2011

2011-2014

312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353

Penelope R Vaine

Objective	To use my knowledge, energy and expertise to provide support and advocacy to those who need it.	
Employment	(April 2010 – Present)	Home Healthcare, Hospice and Community Services (VNA at HCS, Inc.) Maternal & Child Health Coordinator Coordination of program, supervision and scheduling of home visits
	(March 2009- April 2010)	Home Health Care Hospice and Community Services Social Worker Maternal Child Health Program Responsible for a caseload of 50 children and pregnant women needing parenting education, health care, connection to community resources and developmental screenings. Coordinated and collaborated with other agencies to advocate for each client. Maintained appropriate documentation.
	(May 2008 – present)	The United Church of Winchester Director of Christian Education Responsible for designing and implementing a vibrant Christian Education program for the Congregation.
	(March 2007– present)	Mobile Home Supply of New England Owner/Manager Self taught to manage, market, and sell supplies for retail mobile home supply shop.
	(2000-2007)	The Winchester Learning Center Executive Director From dream to reality, organized a nonprofit community supported Child Care, Preschool and Family Resource Program. Implemented unique, Waldorf-inspired curriculum to meet the needs of the children and their families. Under the direction of a Board of Directors, managed daily operations, programming, staffing, fiscal management, fundraising and grant writing. Developed an extensive parent education and support network for families.
	(1999-1999)	Winchester Elementary School Substitute Teacher Provided one on one tutoring care for preschool children with special needs. Coordinated care and educational plans with professional team.
	(1993-2000)	Home Child Care

Director

Created a joyful home child care program which was Licensed by the State of NH and registered with Family Works. Provided a variety of developmentally appropriate activities to promote creativity, confidence and independence. Established support network for parents. Supervised two high school interns.

(1989-1993) Home Health Care Hospice and Community Services

Director

Responsible for managing and operating the Castle Center for Adult Day Care. Program provided quality care and socialization for elderly and handicapped participants. Supervised team of RN's CNA's and aides; and dozens of volunteers. Secured funding annually from the United Way and the NH Dept of Elderly and Adult Services.

Education

(September 1980- May 1985)

Wheelock College, Boston Mass

Bachelor of Social Work**References**

Roberta Royce The Winchester Learning Center, Winchester, NH 03470
(603) 239-7347

Jed Butterfield 60 Colony Hill Road, Richmond, NH 03470 (603) 239-8780

**Volunteer
experience**

2009 – present

C.A.S.T.

Co facilitator of Community and School Together, a network of concerned citizens who desire to improve the quality of life for all residents. The group has been meeting monthly for 14 years in the town of Winchester.

2007 – present

Town of Winchester

Participant in the Revitalization Committee which is preparing a plan to revitalize downtown Winchester.

1994-present

The United Church of Winchester

Sunday School teacher, Vacation Bible School Co-Coordinator, Fabulous Family Friday Organizer, Religious Education Board Chair, Tweens Leader, Assistant Moderator, Search Team

1998-2000

Board of Directors

Winchester Learning Center

1996-2000

Vice Chair~ Board of Trustees

Conant Public Library

Karen Horgan, RN

Experience

8/09 - Present	Home Healthcare, Hospice and Community Services, Keene, NH (VNA at HCS) Maternal Child Health Program Nurse
7/02 – 6/08	Dublin School, Dublin, NH Director of Health Services
7/99 – Present	Dublin Fire Department Deputy Chief of Emergency Medical Services Licensed as an EMT – 1 and Level II fire fighter
6/92 – 6/03	Monadnock Pediatrics, Peterborough, NH Pediatric Nurse

Education

NH Technical Institute, Concord, NH – Associate Degree in Nursing

NH Fire Academy, Concord, NH – Level II Fire fighter

NH DOT, Concord, NH – EMT License

Staci J. Branon

OBJECTIVE

Seeking a professional position that will allow me to continue my professional career path.

EDUCATION

University of Massachusetts, Lowell
Bachelor of Science in Criminal Justice
Minor in Psychology

WORK HISTORY

8/2010- *Social Worker, Home Healthcare, Hospice and Community Services*

As a Maternal Child Health Social Worker, I provide assists clients and families in developing and implementing an appropriate plan of care to meet their needs. I conduct case finding activities in the community, and help families access all available support services for a healthy family.

6/2009- *Monadnock Family Service, Family Intervention Specialist*

In the position of Family Intervention Specialist, I visit families in their home and try to prevent abuse and neglect in potential situations. Often times, the families are in crises, whether it be food, shelter or financial short comings. More often than not, there are mental illnesses or substance abuse problems and we help families through those circumstances as well by referring them to appropriate agencies. When the crisis is stabilized, we can then focus on our primary goals of empowering parents to use proper parenting techniques.

2/2009- *Monadnock Family Services, Children's' Group Leader & CFSA*

As a Children's Group Leader, I monitor children while their parents attend classes to better themselves. I tend to the children's needs and ensure that their needs are met. I also maintain a curriculum to parallel what the parents are learning in their class, so children and parents are both educated on the same topics.

As a Community & Family Services Associate, I bring children to my home to try to portray what a healthy environment is where as they may not get that at home. I follow guidelines to initiate treatments to individual children, to work on certain goals, and to give them a break from their family and the family a break from them.

2004-2009 *Stay at home mom*

2002-2004 *Department of Health and Human Services, Division of Family Services, Family Services Specialist*

Interviewed clients one on one to determine eligibility of benefits. Personally oversaw cases and reviewed them until the benefits were available to the client. Conducted monthly eligibility reviews with clients to ensure eligibility had not lapsed. Also, maintained consistent, quality customer service to clients by meeting with them. Made the effort to meet with clients and answer their questions to the fullest of my

ability, either in person or by phone and make sure they had all resources available to them.

2001-2002 *Department of Health and Human Services, Division of Family Services, Clerical Interviewer*

Interviewed clients to determine the proper service for their specialized needs. Prepared clients' applications for processing and intake interviews. Also performed routine clerical duties such as data entry, mailings, answering phones and typing reports.

2001-2005 *Daniel Webster College, Head Volleyball Coach*

Organized and conducted structured team practices in preparation for games. Also, trained and instructed players on proper techniques and implementation of their skills.

2000-2001 *Kitchen Etc., Cashier/ Merchandiser*

Greeted customers as they entered the store and assisted in any manner necessary to insure customer's needs were met. Services included customer service, cashing customers out, merchandising and answering the phone.

1999-2001 *Esleeck Manufacturing Company, Secretary/ Clerical*

Completed multi-task assignments in the administrative assistant position. Accomplished several duties at once including data entry, answering telephones and professional client relations. Also, performed numerous skills such as balancing monthly books and fixed asset accounts and reviewing invoices.

2000 *University of Massachusetts, Work Environment Department*

Organized and analyzed data for an asthma study which was conducted by the university. Also structured tasks which were to be carried out within the department, including professional relations, answering phones, and various operations for a successful department.

Maryanne Strong, MSW, LADC

CREDENTIALS:

New Hampshire Licensed Alcohol and Drug Counselor (LADC) #0558

New Hampshire Licensed Clinical Social Worker – #1664

Vermont Licensed Clinical Social Worker (LCSW) #089-0000982

Vermont Licensed Alcohol and Drug Counselor (LADC) #103904

FORMAL EDUCATION:

Adelphi University, Garden City, New York M.S.W. (Master of Social Work)

Empire State College, Hauppauge, New York B.S.
(Community and Human Services)

Centenary College, Hackettstown, New Jersey A.A. (Early Childhood Education)

EMPLOYMENT EXPERIENCES:

Over twenty years experience in various Health and Human Services modalities. Responsibilities include program development and administration, staff development and clinical supervision, budget and grant management, community outreach and needs assessments. Treatment modalities have been developed to service a diversified client population (i.e., adolescent, developmentally and mentally challenged, gender-specific, family, criminal justice and substance disorders.)

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES: Social Worker in Maternal Child Health Program, Keene, NH. (2/2010 – Present) Responsible for a caseload of 50 children and pregnant women needing parenting education, health care, connection to community resources and developmental screenings. Coordinated and collaborated with other agencies to advocate for each client. Maintained appropriate documentation.

PHOENIX HOUSES OF NEW ENGLAND: Program Director for Dublin Academy, Dublin, NH 03444 (9/1/08 – 2/1/10): Responsibilities include administrative oversight of program operations and delivery of clinical services to an adolescent population. This involves maintaining program integrity, encouraging staff development and connecting to the local community through outreach and community-based fund development. Staff development includes trainings on adolescent developmental stages; ethics and confidentiality; admission screening tools and diagnostic assessment. Work with schools, courts, probation and other legal agents to help determine treatment level options for adolescent population. Responsible for all administrative duties associated with operating a residential treatment facility.

Program Director (9/03- 10/06)–Clinical Supervisor (10/06- 11/30/08): Tapestry Residential Women's Program, Brattleboro, VT 05201: Responsibility for overall operations, budget, staffing and program development. Provide clinical supervision and staff development. Residents are referred to one of two programs directly by the Vermont Department of Corrections to participate in treatment for 6 months to one year (Tap I) or 1 week to 90 days (Tap II) versus being incarcerated. Gender-related issues are addressed utilizing evidence-based treatment modalities (substance disorders; parenting skill development; family treatment; domestic violence, sexual/emotional abuse; vocational/educational and employment services; legal assistance and advocacy.) The residents also have direct access to community-based support networks and numerous human

service and health providers.

PH OF NEW YORK/APPLE, East Hampton, New York 11937 Project Director of Outpatient Services and Community Program Development. (12/28/88- 09/28/03) Additionally, Clinical Social Worker, at the Adult/Adolescent Residential Program (2002-2003): Developed and administrated a community-based substance abuse outpatient program on the East End of Long Island. Responsibility for overall operations, budget, grants, staffing and program development in conjunction with community needs. Also, worked part-time as the Clinical Social Worker for an adult/adolescent residential facility for two years. Goals and Accomplishments included:

- Developed multi-diversified program format to meet the needs of a rural population.
- Provided clinical supervision and diversified in-service trainings.
- Created departmental policy and procedures, in collaboration with local and State funding source regulations
- Program maintained "no deficiency outcome" audit result consistently (OASAS.)
- Conducted ongoing needs assessments to identify changing treatment needs and develop appropriate services to address community needs.
- Actively participated and an officer in local and regional community action committees to identify problem areas and gaps in services in the community.
- Advocated for underserved population and promoted need for services to funding sources, government and area treatment providers.
- Researched funding streams and available grants. Awarded annual local and public grants from Southampton and East Hampton to maintain and enhance services yearly.
- Created large resource file of all private and public service providers in the region to ensure clients ability to access services and providers.
- Budget: Met outcome and cost objectives successfully each year.
- Conducted clinical assessments, intakes, crisis interventions, individual, family and group work for adults and adolescents.

Maryhaven Center of Hope, Case Management Services, 450 Myrtle Ave, Port Jefferson, NY 11777; Case Manager. (5/ 24/88- 12/20/88): Case management services with chronic psychiatric and developmentally challenged adult population.

- Conducted psychosocial needs assessments to establish strengths, limitations and goals.
- Provided both home visits and office visits with flexible schedule to accommodate clients' needs.
- Advocated to ensure access to private and public social benefits and to develop support system.
- Crisis Intervention, behavioral modification and reality therapy.
- Created legal, medical, psychiatric community based resources.

Southampton Hospital, 240 Meeting House Lane, Southampton, NY 11968; Discharge Planning/Office Manager (1981- 1987). Responsibilities included:

- Created legal, medical, psychiatric community based resource file.
- Crisis Intervention and brief counseling services.
- Department scheduling and daily operation.
- Patient placement with local SNF or other appropriate level of care facilities.
- Home health care referrals; post-discharge planning with key medical personnel and family

members.

- Assessing needs of patient and working with hospital medical staff to arrange necessary services.
- Liaison between community-based health care services and hospital medical personnel.
- Medical social work and case management skills.
- Developed the Discharge Planning Department policy & procedure manual.

Rebecca Landry

PROFESSIONAL EXPERIENCE

Home Healthcare, Hospice, & Community Services
Keene, NH

Position: Home Visitor (January 2013 – Present)

- * Community liaison for HCS programs with families and individuals throughout the service area.
- * Provide safe, efficient personal interaction with pregnant and parenting families while promoting independence.
- * Teach prenatal care, parenting skills, early intervention and children's health, help establish goals and encouraging achievement of these goals.
- * Reports and documents pertinent observations, including changes in client's condition and need, appropriately.

Monadnock Community Hospital
Peterborough, NH

Position: Reception (January 2010 - March 2012)

- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Maintain medical records, technical library and correspondence files.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Answer telephones, and direct calls to appropriate staff.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Receive and route messages and documents to appropriate staff.
- * Schedule and confirm patient diagnostic appointments.

Monadnock Family Services
Keene, New Hampshire

Position: Children's Intake Coordinator (June 2009 - January 2010)

- * Verify Insurance benefits, obtain, and maintain authorizations.
- * Set payment plan based on sliding fee scale.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.

- * Maintain medical records, technical library and correspondence files.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Answer telephones, and direct calls to appropriate staff.

Bard Chiropractic
Peterborough, New Hampshire

Position: Chiropractic Assistant (June 2004 - June 2009)

- * Verify insurance coverage.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Assist with physiological therapy.
- * Transcribe recorded messages and practitioners' diagnoses and recommendations into patients' medical records.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Answer telephones, and direct calls to appropriate staff.
- * Prepare correspondence and assist physicians or medical scientists with preparation of reports, speeches, articles and conference proceedings.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Obtain and maintain authorizations.
- * Maintain medical records, technical library and correspondence files.
- * Schedule and confirm patient diagnostic appointments, surgeries and medical consultations.
- * Perform bookkeeping duties, such as credits and collections, preparing and sending financial statements and bills, and keeping financial records.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Receive and route messages and documents such as laboratory results to appropriate staff.

EDUCATION

Conant High School
Jaffrey, New Hampshire
Diploma, June 1994

**Home Healthcare Hospice & Community Services, Inc.
Keene, NH**

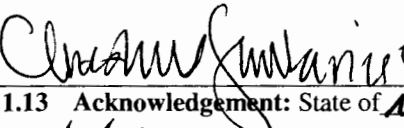
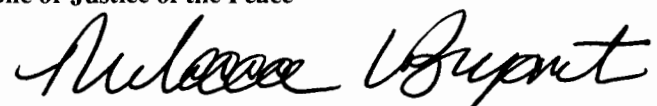
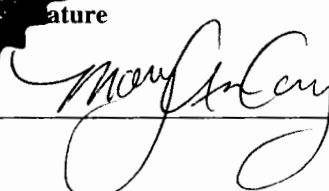
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Penny Vaine	Program Manager	46,4630	0	0
Karen Horgan	Nurse	16,673	100	16,673
Staci Branon	Social Worker	29,620	100	29,620
Maryann Strong	Social Worker	35,238	64.89	22,865
Rebecca Landry	Home Visitor	12,915	100	12,915

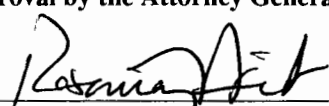
Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Lakes Region Community Services Council		1.4 Contractor Address 719 North Main Street P.O. Box 509 Laconia NH 03247	
1.5 Contractor Phone Number (603) 581-1500	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine Santaniello, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>BEKHAU</u> On <u>4/28/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Notary Public or Justice of the Peace  _____ Notary Public or Justice of the Peace REBECCA L. BRYANT Justice of the Peace - New Hampshire My Commission Expires February 12, 2019			
Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conway Associate Commissioner	

4/28/14

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution)	
By: 	On: 6-3-14
1.18 Approval by the Governor and Executive Council	
By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 8:00 a.m.-4:30 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Provide the enrollment form;
 - 1.1.2.2 Assist with completing the form when necessary.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency;
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:
 - 1.1.4.1 Offer every child enrolled in "Step Ahead" (birth to age 5.5 years) ASQ-3;
 - 1.1.4.2 Offer ASQ-SE on an as-needed basis.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Assess every adult for current and past incidences of domestic violence. If current issues are identified and the adult would like to pursue action, the Contractor will:
 - 1.1.5.1.1 Refer the adult to New Beginnings or Voices against Violence or to a mental health provider for further expertise.
 - 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Refer families to Head Start or other qualified early childhood programs;
 - 1.1.6.2 Offer Giggles and Grins three (3) mornings a week:
 - 1.1.6.2.1 An inclusive community playgroup which helps:
 - 1.1.6.2.1.1 Develop social-emotional skills;
 - 1.1.6.2.1.2 Share parenting ideas and concerns;
 - 1.1.6.2.1.3 Establish friendships.
 - 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Offer Nurturing Skills and Parents as Teachers curriculum on a regular basis.
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Arrange for families to meet with intake coordinators upon Family Support Services or a family's request;
 - 1.1.8.1.1 Provide a development assessment within 45 days for families upon request or still showing concerns.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services



Exhibit A

- 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider);
- 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Empower and strengthen families to reach the goals outlined in their Family Support Plan;
 - 1.1.10.2 Support the Family Leadership Council
- 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
- 1.1.12 Independent Living skills training;
- 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Refer clients to nearby agencies such as ServiceLink when these services are requested
- 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Facilitate a conversation to identify areas in which the family could benefit from skill support during intake.
- 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Assist in identifying specific literacy needs during intake:
 - 1.1.15.2 Refer families to programs based upon their educational goals to:
 - 1.1.15.2.1 Laconia Adult Education
 - 1.1.15.2.2 Pemi-Baker Literacy
 - 1.1.15.3 Encourage parents/caregivers to read to their children;
 - 1.1.15.4 Offer READY! For kindergarten workshops three (3) times per year.
- 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule; the Contractor will:
 - 1.1.16.1 Support families in making and maintaining medical appointments;
 - 1.1.16.2 Offer assistance in processing medical information.
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Refer to appropriate mental health provider and/or Primary Care Physician;
 - 1.1.17.2 Use the Edinburgh Postnatal Depression Scale to support a new mother's mental health needs.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Refer families to discounted oral health providers such as LRGH Dental Resource Center.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Assist families in accessing various health and social services as needed;
 - 1.1.19.2 Offer transportation and/or assist families in making appointments at the Community Action Program.
- 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Offer workshops and multi-week series on such topics as:
 - 1.1.20.1.1 Empathy;
 - 1.1.20.1.2 Positive discipline; and
 - 1.1.20.1.3 Co-parenting.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



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- 1.1.21 Parents As Teachers home visiting curriculum;
 - 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Refer individuals to Quitworks NH.
 - 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Refer individuals that would like to receive treatment support to:
 - 1.1.23.1.1 Horizons Counseling;
 - 1.1.23.1.2 Nathan Brody Program; or
 - 1.1.23.1.3 Various AA groups
 - 1.1.23.2 Ensure all staff receives a two-day training in "Families with Addiction".
 - 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Provide access to a licensed clinical social worker as needed;
 - 1.1.24.2 Refer families to Genesis Behavioral Health.
 - 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Review and assist families with WIC enrollment.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Post and update information about the program and services on their website;
 - 1.2.2 Participate in local coalitions and committees to provides information regarding the program and services; and
 - 1.2.3 Send monthly emails detailing information on parent education and other family-centered events in the community keeping community partners and families informed.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Meet with families or make referrals for families based on their geography, need, comfort, transportation and other such criteria that take into consideration the unique circumstances of each family.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Continue to have staff participate in local committees and coalitions;
 - 1.4.2 Invite local service provider into their weekly meetings to learn about additions and updates to program with the community.
 - 1.4.3 Conduct full staff meetings on a monthly basis which include presentations from community partners as appropriate.
 - 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program.
 - 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services

Exhibit A



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- 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General and ASQ&ASQ-SE, for families experiencing conditions that include, but are not limited to:
- 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided.
- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
- 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services



Exhibit A

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- 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
 - 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
 - 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
 - 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
 - 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services

Exhibit A



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- 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services



Exhibit A

- 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
- 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
- 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
- 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
- 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
- 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
- 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
- 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of



Exhibit A

- out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
 - 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
 - 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
 - 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
 - 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
 - 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
 - 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
 - 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
 - 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the



Exhibit A

Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:

- 2.1.1 Statistical reports that must detail:

- 2.1.1.1 Number of families enrolled at the beginning and end of the month;
- 2.1.1.2 Number of referrals;
- 2.1.1.3 Number of families receiving TANF,
- 2.1.1.4 Early and Periodic Screening and Diagnosis services,
- 2.1.1.5 Number of terminations;
- 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
- 2.1.1.7 Number of childcare cases and utilization data;
- 2.1.1.8 Year-To-Date unduplicated childcare count;
- 2.1.1.9 Narrative regarding impact of the services provided for families; and
- 2.1.1.10 Community impact of the services provided;
- 2.1.1.11 Family income, composed of earned income and child support receipts;
- 2.1.1.12 Number of families employed or in training;
- 2.1.1.13 Number of families reporting housing destabilization;
- 2.1.1.14 Number of expectant women and children receiving WIC services.

- 2.1.2 A narrative summary of the family services records.

- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:

- 2.2.1 A report highlighting the program activities for each quarter, which includes;
- 2.2.2 Describing the progress in achieving the stated outcomes;
- 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
- 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;



Exhibit A

-
- 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
- 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
- 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: Lakes Region Community Services

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$38,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

Contractor's Initials CS
Date 4/28/14

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
 Half Time Level = 16 to 30 hours per week
 Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
 Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ **Full Time** (31 or more hrs) ☐ **Half Time** (16-30 hrs/week) ☐ **Part Time** (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Em ail Address	_____		
FRS Worker	_____	Telephone Number	_____

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Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.

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Exhibit B

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- 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Budget One Budget Period

Date 4/28/14



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 fundors 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 fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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

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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

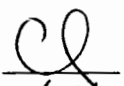
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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


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

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

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

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

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

Contractor Name: Lakes Region Community Services Council

4/28/14
Date

Christine Santanietto
Name: Christine Santanietto
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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: *Lakes Region Community Services Council*

4/28/14
Date

Christina Santanietto
Name: *Christina Santanietto*
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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Lakes Region Community Services Council*

4/28/14

Date

Christine Santaniero
Name: *Christine Santaniero*
Title: *Executive Director*

CS

4/28/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: *LAKES Region Community
Services Council*

4/28/14
Date

Christine Santaniello
Name: *CHRISTINE SANTANIELLO*
Title: *EXECUTIVE DIRECTOR*

Contractor Initials *CS*
Date *4/28/14*



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:

*Lakes Region Community
Services Council*

4/28/14

Date

Christine Santaniello
Name: *Christine Santaniello*
Title: *Executive Director*

CS
4/28/14



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions.

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

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

(3) 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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

CS
4/28/14



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.

NH DHHS
The State
Mary Ann Conway
Signature of Authorized Representative
Mary Ann Conway
Name of Authorized Representative
Associate Commissioner
Title of Authorized Representative
5/28/14
Date

LAKES REGION Community Services Council
Name of the Contractor
Christine Santaniello
Signature of Authorized Representative
Christine Santaniello
Name of Authorized Representative
Executive Director
Title of Authorized Representative
4/28/14
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: *Lakes Region Community Services Center*

4/28/14
Date

Christine Santanietto
Name: *Christine Santanietto*
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: 122778277
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>Christine Santaniello</u>	Amount: <u>112,124</u>
Name: <u>Rebecca Bryant</u>	Amount: <u>84,050</u>
Name: <u>Mary J. Jacques</u>	Amount: <u>66,625</u>
Name: <u>Shannon Kelly</u>	Amount: <u>66,625</u>
Name: <u>Laurie Vachon</u>	Amount: <u>66,625</u>

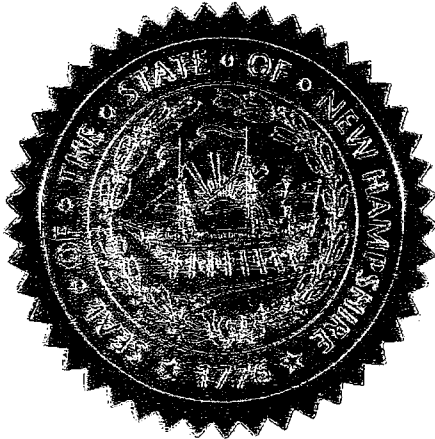
CS
4/28/14

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 Lakes Region Community Services Council is a New Hampshire nonprofit corporation formed July 29, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2014

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

William M. Gardner
Secretary of State

LAKES REGION
**COMMUNITY
SERVICES**

Engage. Empower. Inspire.

CERTIFICATE OF VOTE
Without Seal

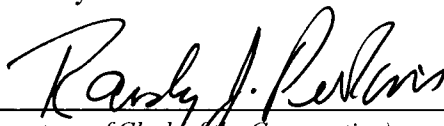
I, Randy Perkins, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors for Lakes Region Community Services Council.
2. The following are true copies of two resolutions adopted at a meeting of the full Board of Directors of the Corporation duly held on April 16, 2014.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Service, for the provision of Comprehensive Family Support Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of Lakes Region Community Services Council 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 she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 28, 2014.
4. Christine Santaniello is the duly elected Executive Director of the Corporation.


(Signature of Clerk of the Corporation)

State of New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 28th day of April, 2014, by Randy Perkins.

(Name of Clerk of the Corporation)


(Signature)

Name (Print): Rebecca L. Bryant

Title: Justice of the Peace

(Justice of the Peace)

My Commission Expires: February 12, 2019

REBECCA L. BRYANT
Justice of the Peace - New Hampshire
My Commission Expires February 12, 2019





LAKES65

OP ID: JF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2014

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

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

PRODUCER Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246 Waneta Forbes		Phone: 603-524-4535 Fax: 603-528-4442	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED LR Community Services Council Rebecca L. Bryant P O Box 509 Laconia, NH 03246		INSURER(S) AFFORDING COVERAGE		
		INSURER A: Citizen Insurance Company NAIC # 31534		
		INSURER B: Hanover Insurance Company 22292		
		INSURER C: Granite State Work Comp Manuf		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY		ZBV8974270	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 20,000
	☒ Professional Liab					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMPIOP AGG \$ 3,000,000
						Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY		ABV8928387	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
B	☒ UMBRELLA LIAB	☒ OCCUR	UHV8929075	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 5,000,000
	☐ DED	☒ RETENTION \$ 0				\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y ☒ N	WC012013000021	01/01/2014	01/01/2015	WC STATUTORY LIMITS ☒ OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

STATE11 State of New Hampshire DHHS, 129 Pleasant Street Concord, NH 03301	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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Engage. Empower. Inspire.

Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow, and change over time.

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

**FOR THE YEARS ENDED
JUNE 30, 2013 AND 2012
AND
INDEPENDENT AUDITORS' REPORTS**

***Leone,
McDonnell
& Roberts***
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

JUNE 30, 2013

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To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2013.

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 misstatements, whether due to fraud or error.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's 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 Lakes Region Community Services Council, Inc. as of June 30, 2013 and 2012, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2013 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc. June 30, 2012 financial statements, and our report dated January 12, 2013, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 18 - 20 is presented for the purposes of additional analysis and is not a required part of the basic financial statements. Such information, is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonald & Roberts
Professional Association

Wolfeboro, New Hampshire
October 4, 2013

LAKE REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and equivalents:		
Cash in bank	\$ 1,593,477	\$ 41,768
Certificates of deposits	-	207,678
Federated managed funds	-	5,520
Accounts receivable:		
Medicaid	1,021,895	1,346,705
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2013 and 2012	1,015,880	1,206,517
Prepaid expenses	<u>156,546</u>	<u>235,896</u>
Total current assets	<u>3,787,798</u>	<u>3,044,084</u>
PROPERTY AND EQUIPMENT, NET	<u>4,095,915</u>	<u>4,225,517</u>
OTHER ASSETS		
Deposits	<u>57,554</u>	<u>53,354</u>
Total assets	<u>\$ 7,941,267</u>	<u>\$ 7,322,955</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 46,701	\$ 45,853
Accounts payable	821,245	527,345
Accrued salaries, wages, and related expenses	315,000	277,235
Accrued earned time	306,172	299,388
Refundable advances	76,651	82,679
Other accrued expenses	<u>106,229</u>	<u>78,140</u>
Total current liabilities	<u>1,671,998</u>	<u>1,310,640</u>
LONG TERM LIABILITIES		
Due to affiliates, net	208,775	239,609
Long term debt, less current portion shown above	<u>399,981</u>	<u>442,826</u>
Total long term liabilities	<u>608,756</u>	<u>682,435</u>
Total liabilities	<u>2,280,754</u>	<u>1,993,075</u>
NET ASSETS		
Unrestricted	4,057,757	3,672,780
Temporarily restricted	<u>1,602,756</u>	<u>1,657,100</u>
Total net assets	<u>5,660,513</u>	<u>5,329,880</u>
Total liabilities and net assets	<u>\$ 7,941,267</u>	<u>\$ 7,322,955</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2013</u>	<u>2012</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,232,393	\$ -	\$ 1,232,393	\$ 1,179,361
Medicaid	18,138,379	-	18,138,379	17,739,766
Client resources	88,339	-	88,339	72,667
Other third party payers	37,329	-	37,329	34,761
Public support	1,128,942	-	1,128,942	1,930,387
Private foundations	1,500	-	1,500	25,257
Production/service income	271,954	-	271,954	253,611
Investment	876	-	876	6,162
In-kind donations	-	-	-	65,000
State of New Hampshire - DDS	1,053,930	-	1,053,930	1,078,033
Management fees	19,882	-	19,882	20,568
Other	506,544	-	506,544	971,691
Total revenues	<u>22,480,068</u>		<u>22,480,068</u>	<u>23,377,264</u>
Expenses				
Program services				
Service coordination	960,434	-	960,434	966,460
Day programs	4,418,262	-	4,418,262	4,080,565
Early intervention	591,288	-	591,288	614,288
Enhanced family care	3,427,653	-	3,427,653	3,270,253
Community options	219,841	-	219,841	227,190
Community residences	5,977,215	-	5,977,215	6,105,485
Transportation	116,570	-	116,570	143,420
Family support	2,878,654	-	2,878,654	2,750,035
Other DDS	11,674	-	11,674	14,482
Other programs	1,108,694	-	1,108,694	478,570
Supporting activities				
General management	2,382,230	54,344	2,436,574	2,160,383
Fundraising	2,576	-	2,576	10,197
Total expenses	<u>22,095,091</u>	<u>54,344</u>	<u>22,149,435</u>	<u>20,821,328</u>
INCREASE (DECREASE) IN NET ASSETS	384,977	(54,344)	330,633	2,555,936
NET ASSETS, BEGINNING OF YEAR	<u>3,672,780</u>	<u>1,657,100</u>	<u>5,329,880</u>	<u>2,773,944</u>
NET ASSETS, END OF YEAR	<u>\$ 4,057,757</u>	<u>\$ 1,602,756</u>	<u>\$ 5,660,513</u>	<u>\$ 5,329,880</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 330,633	\$ 2,555,936
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	203,474	68,083
(Increase) decrease in assets:		
Accounts receivable	515,447	(1,507,056)
Prepaid expenses	79,350	343,620
Deposits	(4,200)	-
Increase (decrease) in liabilities:		
Accounts payable	293,900	(65,500)
Accrued salaries, wages, and related expenses	37,765	89,147
Accrued earned time	6,784	(65,712)
Refundable advances	(6,028)	52,417
Other accrued expenses	28,089	32,805
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,485,214</u>	<u>1,503,740</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(73,872)</u>	<u>(4,094,660)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(73,872)</u>	<u>(4,094,660)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term borrowings	-	500,000
Repayment of long term debt	(41,997)	(11,321)
(Decrease) increase in due to affiliates	<u>(30,834)</u>	<u>141,674</u>
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(72,831)</u>	<u>630,353</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	1,338,511	(1,960,567)
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>254,966</u>	<u>2,215,533</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 1,593,477</u>	<u>\$ 254,966</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 11,312</u>	<u>\$ 2,481</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 601,842	\$ 2,510,535	\$ 402,752	\$ 140,590	\$ 146,816
Employee benefits	203,283	832,607	127,642	47,567	48,028
Payroll taxes	43,028	202,802	27,946	9,832	9,603
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	(6,622)	-	-	-
Client treatment & therapies	47,876	(207)	100	3,124,308	-
Accounting/auditing	-	-	-	-	-
Legal	2,712	-	-	-	-
Subcontract services	-	97,020	25	57,377	-
Other professional fees	13,558	11,849	-	10	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	36	214	-	-
Conference/conventions	-	250	320	-	-
Other staff development	-	10,304	5,881	25	-
OCCUPANCY COSTS					
Rent	9,750	58,955	1,143	-	-
Mortgage payments	-	-	-	-	-
Utilities	1,482	15,238	-	-	-
Repairs and maintenance	783	2,824	-	47	-
Other occupancy costs	163	140	-	-	-
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	1,229	1,540	1,136	218	-
Building/household	227	1,231	-	-	-
Client	4,123	7,112	-	22,316	-
Medical supplies	484	73	-	359	-
ASSISTANCE TO INDIVIDUALS	4,058	-	-	-	-
PRODUCT SALES	-	18,958	-	-	-
EQUIPMENT RENTAL	250	250	-	-	-
EQUIPMENT MAINTENANCE	449	1,760	-	1,300	-
DEPRECIATION	-	2,055	187	-	-
ADVERTISING	105	1,583	-	28	-
PRINTING	-	77	1,162	1,379	-
TELEPHONE	776	6,310	117	-	-
POSTAGE	114	183	-	-	-
TRANSPORTATION	21,472	392,452	20,673	21,498	15,394
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	125	132	-	-	-
IN-KIND DONATIONS	-	-	-	-	-
CLIENT PAYMENTS	607	169,689	1,030	174	-
BAD DEBTS	-	-	-	-	-
INTEREST	-	-	-	-	-
OTHER	1,938	79,126	960	625	-
TOTAL FUNCTIONAL EXPENSES	\$ 960,434	\$ 4,418,262	\$ 591,288	\$ 3,427,653	\$ 219,841

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 2,988,124	\$ 19,185	\$ 1,145,483	\$ -	\$ 923,942
Employee benefits	967,421	6,464	382,053	-	307,448
Payroll taxes	217,172	1,402	82,238	-	76,657
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	8,976
Client treatment & therapies	177,927	-	894,322	-	-
Accounting/auditing	-	-	-	-	84,991
Legal	1,745	-	-	-	32,492
Subcontract services	999,284	-	97,617	-	6,000
Other professional fees	14,735	683	7,199	5,543	157,612
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	276	-	-	-	823
Conference/conventions	100	-	4,560	-	12,057
Other staff development	14,768	-	1,446	-	4,927
OCCUPANCY COSTS					
Rent	156,955	-	10,875	-	-
Mortgage payments	8,198	-	-	-	-
Utilities	90,939	-	1,272	-	66,084
Repairs and maintenance	25,520	-	616	-	109,896
Other occupancy costs	2,002	-	163	-	6,752
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	3,794	-	1,517	-	45,644
Building/household	20,440	-	296	-	2,697
Client	120,553	-	3,432	-	17,095
Medical supplies	2,160	-	7,451	-	56
ASSISTANCE TO INDIVIDUALS	-	-	48,617	-	-
PRODUCT SALES	-	-	-	-	859
EQUIPMENT RENTAL	-	-	1,028	-	37,398
EQUIPMENT MAINTENANCE	8,066	-	4,332	-	51,259
DEPRECIATION	26,922	-	-	-	174,310
ADVERTISING	-	-	4,568	-	12,067
PRINTING	-	-	7,338	-	7,346
TELEPHONE	6,145	-	564	-	70,407
POSTAGE	-	-	257	-	20,437
TRANSPORTATION	115,179	81,057	123,018	5,300	6,114
INSURANCE	20	7,779	-	-	66,863
MEMBERSHIP DUES	-	-	47,518	-	41,275
IN-KIND DONATIONS	-	-	-	-	-
CLIENT PAYMENTS	8,024	-	410	-	15,885
BAD DEBTS	-	-	-	-	-
INTEREST	-	-	-	-	8,610
OTHER	746	-	464	831	59,595
TOTAL FUNCTIONAL EXPENSES	<u>\$ 5,977,215</u>	<u>\$ 116,570</u>	<u>\$ 2,878,654</u>	<u>\$ 11,674</u>	<u>\$ 2,436,574</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2013 Totals</u>	<u>2012 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ -	\$ 8,879,269	\$ 721,065	\$ 9,600,334	\$ 8,930,435
Employee benefits	-	2,922,513	238,248	3,160,761	3,052,584
Payroll taxes	-	670,680	55,693	726,373	689,532
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	2,354	-	2,354	-
Client treatment & therapies	-	4,244,326	-	4,244,326	4,067,948
Accounting/auditing	-	84,991	-	84,991	114,375
Legal	-	36,949	-	36,949	30,341
Subcontract services	-	1,257,323	16,010	1,273,333	1,204,124
Other professional fees	1,057	212,246	7,803	220,049	105,434
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	1,349	449	1,798	1,396
Conference/conventions	(150)	17,137	2,149	19,286	18,139
Other staff development	-	37,351	3,023	40,374	48,723
OCCUPANCY COSTS					
Rent	-	237,678	557	238,235	299,710
Mortgage payments	-	8,198	-	8,198	9,989
Utilities	-	175,015	-	175,015	153,513
Repairs and maintenance	-	139,686	746	140,432	58,843
Other occupancy costs	-	9,220	-	9,220	28,969
CONSUMABLE SUPPLIES					
Office supplies and equipment					
under \$1,000	-	55,078	12,334	67,412	61,734
Building/household	-	24,891	-	24,891	23,506
Client	-	174,631	6,942	181,573	193,201
Medical supplies	-	10,583	-	10,583	8,097
ASSISTANCE TO INDIVIDUALS	-	52,675	10,573	63,248	36,286
PRODUCT SALES	-	19,817	-	19,817	23,349
EQUIPMENT RENTAL	-	38,926	-	38,926	23,182
EQUIPMENT MAINTENANCE	-	67,166	-	67,166	90,706
DEPRECIATION	-	203,474	-	203,474	68,083
ADVERTISING	-	18,351	3,204	21,555	21,183
PRINTING	86	17,388	1,436	18,824	16,238
TELEPHONE	-	84,319	145	84,464	51,980
POSTAGE	36	21,027	62	21,089	18,037
TRANSPORTATION	-	802,157	27,549	829,706	848,704
INSURANCE	-	74,662	-	74,662	74,509
MEMBERSHIP DUES	-	89,050	420	89,470	96,100
IN-KIND DONATIONS	-	-	-	-	65,000
CLIENT PAYMENTS	-	195,819	-	195,819	171,138
BAD DEBTS	-	-	-	-	-
INTEREST	-	8,610	-	8,610	2,481
OTHER	1,547	145,832	286	146,118	113,759
TOTAL FUNCTIONAL EXPENSES	\$ 2,576	\$ 21,040,741	\$ 1,108,694	\$ 22,149,435	\$ 20,821,328

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

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

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2013 and 2012, the Council had unrestricted and temporarily restricted net assets.

Contributions

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

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables, short-term notes payable and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2013 and 2012.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2012, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2009.

Cash Equivalents

The Council considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

In-kind Donations

Donated facilities are reflected as revenue and expense in the accompanying financial statements. The donated facilities represent the estimated fair value of rent expense the Council would incur under a normal lease agreement. The Council occupied office facilities owned by the State of New Hampshire. The Council has estimated the fair value of the annual rental to be \$65,000 for the year ended June 30, 2012. Subsequent to June 30, 2012, the Council completed its move to a new office facility and therefore will no longer recognize rental income as an in-kind donation.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

Accounting Estimates

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

Subsequent Events

Subsequent events have been evaluated through October 4, 2013, the date the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

As of June 30, 2013 and 2012, property and equipment consisted of the following:

	<u>2013</u>	<u>2012</u>
Buildings and improvements	\$ 3,811,811	\$ 3,811,811
Leasehold improvements	305,728	450,907
Furniture, fixtures and equipment	501,282	581,987
Land	<u>152,200</u>	<u>152,200</u>
Total	4,771,021	4,996,905
Less accumulated depreciation	<u>(675,106)</u>	<u>(771,388)</u>
	<u>\$ 4,095,915</u>	<u>\$ 4,225,517</u>

Depreciation expense for the years ended June 30, 2013 and 2012 amounted to \$203,474 and \$68,083, respectively.

During the year ended June 30, 2012 the Council received donated property in the form of an office building, with a fair value of \$1,657,100, at the time of donation. Subsequent to receipt of the property it was necessary for the Council to make significant improvements in order for the facility to be suitable for the Council's needs and to be brought up to current building code requirements. Total improvements for the year ended June 30, 2012 related to the new office building totaled \$2,154,711. A portion of these improvements were financed with new debt issued during the year ended June 30, 2012 (see Note 4).

3. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$1,500,000 and was renewable annually. Effective April 1, 2013 through October 1, 2013, the Council obtained a temporary increase in the revolving line of credit which provided for maximum borrowings up to \$3,000,000. Any borrowings of principal and accrued interest in excess of \$1,500,000 at October 1, 2013 were required to be paid in full. At October 1, 2013 there was no outstanding principal and accrued interest on the revolving line of credit. During September 2013, the Board of Directors voted and approved to extend the temporary increase providing for maximum borrowing of up to \$3,000,000. However, there will be a brief lapse in excess coverage while the extension is processed by the bank. The revolving line of credit has a scheduled maturity date of December 31, 2013, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2013 and 2012 the interest was stated at the bank's prime rate of 3.25%. There was no amount outstanding on this line of credit at June 30, 2013 and 2012.

4. LONG TERM DEBT

During April, 2012, the Council entered into a note payable agreement with the Community Development Finance Authority. The principal amount of the note is \$500,000 and the interest rate is stated at 2.00%. Principal and interest payments of \$4,601 are payable in equal monthly installments for a period of ten years. The loan is collateralized by various property of a related party (see Note 9). At June 30, 2013 and 2012 \$446,682 and \$488,679, respectively, was outstanding under the note payable.

The schedule of maturities of long term debt at June 30, 2013 is as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2014	\$ 46,701
2015	47,643
2016	48,605
2017	49,586
2018	50,587
Thereafter	<u>203,560</u>
Total	<u>\$ 446,682</u>

5. RESTRICTIONS ON NET ASSETS

During the year ended June 30, 2012 the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2013 and 2012 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

6. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2013 and 2012 the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. The employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All employees who work one thousand hours per year are eligible to participate after one year of employment and attaining the age of twenty one. The Council's contribution to the retirement plan for the years ended June 30, 2013 and 2012 was \$61,709 and \$46,308, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2013 and 2012 approximately 81% and 76% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for that region. The Council was scheduled for re-designation during September 2011, however, the Council has received two separate one year extensions from the State of New Hampshire.

Medicaid receivables comprise approximately 56% and 53% of the total accounts receivable balances at June 30, 2013 and 2012, respectively. The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as discussed in Note 3.

8. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$277,161 and \$322,892 for the years ended June 30, 2013 and 2012, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2014	\$ 127,514
2015	101,832
2016	47,412
2017	44,821
2018	<u>12,240</u>
Total	<u>\$ 333,819</u>

Refer to Note 9 for information regarding a lease agreement with a related party.

9. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation services

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Corporation Received From:</u>	<u>Amount</u>		<u>Purpose</u>
	<u>2013</u>	<u>2012</u>	
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	14,988	14,988	Insurance Reimbursement
 <u>Paid To:</u>	 <u>2013</u>	 <u>2012</u>	
Genera Corporation	\$ 110,000	\$ 112,200	Rental of Homes
Greater Laconia Transit Agency	-	58,278	Prepaid Expenses Related to Affiliated Organization (See Below)

<u>Due (To)/From:</u>	<u>2013</u>	<u>2012</u>
Genera Corporation	\$(212,497)	\$(248,466)
Greater Laconia Transit Agency	<u>3,722</u>	<u>8,857</u>
	<u>\$(208,775)</u>	<u>\$(239,609)</u>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand notes payable are guaranteed by Genera Corporation (see Note 3).

Long Term Debt

During the year ended June 30, 2012 Lakes Region Community Services Council, Inc., obtained financing from the Community Development Finance Authority (CDFA) related to improvements necessary to the renovation of their new facility. The note to the CDFA is collateralized by certain real property of Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$110,000 annually.

Insurance Reimbursement

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

Prepaid Expenses Related to Affiliated Organization

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the year ended June 30, 2013. Total advances for the year ended June 30, 2012 were \$58,278.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$84,698 and \$88,897 for the years ended June 30, 2013 and 2012, respectively.

10. MEDICAID CONTINGENCY PAYMENTS

During the year ended June 30, 2013 the State of New Hampshire implemented a change in the entity that processes Medicaid payments for the State, including such payments for mental health and developmental services providers (the area agencies). As this transition took place, it became apparent to the State of New Hampshire that the new service provider was initially unable to consistently reimburse the area agencies, including the Council, due to various issues. In order to aid the cash flows for the area agencies, the State of New

Hampshire began disbursing cash in advance of service billings. After the initial disbursements to the area agencies the State of New Hampshire began reducing payments for billed services to the area agencies by a portion of the advance payments. However, shortly thereafter, the State of New Hampshire stopped its policy of reducing payments for billed services and stopped their recoupment of advance payments. There have been no recoupments subsequent to the date of the statement of activities and prior to the date of the report. The Council's Medicaid accounts receivable accrual for services billed but pending in the system increased proportional to the net contingency payments received by the Council. As a result, the Council has shown accounts receivable net of the net contingency payments made for the year ended June 30, 2013 of \$1,182,060.

11. CONTINGENCIES

Grant Compliance

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2013.

12. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2013 and 2012, client funds held by the Council aggregated \$212,232 and \$222,872, respectively.

13. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2013. At June 30, 2012 non-interest bearing accounts were fully insured and interest bearing accounts were insured up to \$250,000. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2013 cash balances in excess of FDIC coverage aggregated \$6,253. At June 30, 2012 cash balances were not in excess of FDIC coverage.

14. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council is a party to financial instruments with off Statement of Financial Position risk in the normal course of business. A portion of the Council's overnight deposit bank balances are swept into an uninsured repurchase agreement. Repurchase agreement balances were \$1,605,163 and \$591,282, as of June 30, 2013 and 2012, respectively. Management, however, does not feel exposed to significant credit risk due to the collateralized nature of these investments.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

SUPPLEMENTARY INFORMATION

(see Independent Auditors' Report)

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ -	\$ 4,875	\$ 19,626	\$ 820,161	\$ -
Medicaid	580,341	3,276,513	552,846	4,261,674	181,463
Client resources	(1,883)	7,000	-	42,875	7,387
Other third party payers	-	37,329	-	-	-
Public support	-	300	-	-	-
Private foundations	-	-	-	-	-
Production/service income	1,489	265,997	-	-	-
Investment	-	-	-	-	-
In-kind donations	-	-	-	-	-
State of New Hampshire - DDS	-	-	-	-	-
Management fees	-	-	-	-	-
Other	9,346	10,000	111	-	-
TOTAL FUNCTIONAL REVENUES	<u>\$ 589,293</u>	<u>\$ 3,602,014</u>	<u>\$ 572,583</u>	<u>\$ 5,124,710</u>	<u>\$ 188,850</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>	<u>Fundraising</u>
Program fees	\$ 286,301	\$ -	\$ 18,803	\$ 20,850	\$ -
Medicaid	5,506,123	3,510,841	-	250,278	-
Client resources	29,542	3,418	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	753,898	15,010
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	876	-
In-kind donations	-	-	-	-	-
State of New Hampshire - DDS	-	-	-	1,053,930	-
Management fees	-	-	-	14,400	-
Other	201	7,051	-	79,419	(12,341)
TOTAL FUNCTIONAL REVENUES	<u>\$ 5,822,167</u>	<u>\$ 3,521,310</u>	<u>\$ 18,803</u>	<u>\$ 2,173,651</u>	<u>\$ 2,669</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2013 Totals</u>	<u>2012 Totals</u>
Program fees	\$ 1,170,616	\$ 61,777	\$ 1,232,393	\$ 1,179,361
Medicaid	18,120,079	18,300	18,138,379	17,739,766
Client resources	88,339	-	88,339	72,667
Other third party payers	37,329	-	37,329	34,761
Public support	769,208	359,734	1,128,942	1,930,387
Private foundations	-	1,500	1,500	25,257
Production/service income	267,486	4,468	271,954	253,611
Investment	876	-	876	6,162
In-kind donations	-	-	-	65,000
State of New Hampshire - DDS	1,053,930	-	1,053,930	1,078,033
Management fees	14,400	5,482	19,882	20,568
Other	<u>93,787</u>	<u>412,757</u>	<u>506,544</u>	<u>971,691</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 21,616,050</u>	<u>\$ 864,018</u>	<u>\$ 22,480,068</u>	<u>\$ 23,377,264</u>

**Lakes Region Community Services
Board of Directors 2013 - 2014**

√*Gary Lemay, President



*Cynthia Mathews



√*Susan Gunther, Vice President



*Virginia Donaldson



√*R. Stuart Wallace, Treasurer



Patricia Field



√*Randy Perkins, Secretary



Dona Murray



√ Margaret Plumer



Ellen Young



√ Margaret Selig



Laura Main



√*Carrie Chase



√ Denotes Executive Board Member
* Denotes a Board Member Consumer
(7/19/13)

**PROFESSIONAL
EXPERIENCE:**

Executive Director

Lakes Region Community Services Council
May 1, 2006 to present

Chief Operating Officer of Community Based Not-for- Profit Corporation. Responsible for overall administration of agency whose responsibility is to provide for the health and well-being of the individuals and families served. Provide leadership, fiscal management, and sound decision making to ensure that all of the duties and responsibilities of the organization are carried out in accordance with state law, regulation, and rules. Report to and work closely with the Board of Directors.

Assistant Executive Director

Lakes Region Community Services Council
May 2004 to April 30, 2006

Additional responsibilities to those of Director of Family Support, including responsibility for the Shared Family Living and Specialized Supports Departments. Responsible for the Consumer Operations aspect of the organization. Work closely with the Executive Director and Director of Finance for management of the overall organization. Review of agency programs, formal and informal is a central focus of this position. Development of new LRCSC programs and supports are inherent with this role. Liaison with Board of Directors, Department of Health and Human Services, and community.

Director of Family Support

Lakes Region Community Services Council
January 2001 to May 2004

Responsible for the programmatic and fiscal management of programs supporting families. Supervision of professional staff and responsible for the Early Intervention, Step Ahead, and Family Support Programs. Work with the Family Support Advisory Council, responsible for community collaboration, grant writing, and other management functions.

Project Director

Community Support Network, Inc.
November 1999 to January 2001

Responsible for administration and implementation of Federal Grant received by the State of New Hampshire to develop supports to aging parents caring for adult children with disabilities living at home.

Director of Resource Coordination

Greater Laconia Community Services Inc., Laconia, NH
July 1997 to November 1999

Responsible for management of Case Management and Family Support Services Departments of affiliate agency of Lakes Region Community Services Council. Provide support to middle management who supervise professional staff

responsible for over 500 individuals and families. Fiscal development and community activities are also an integral component of job.

Director of Family Support Services

Lakes Region Community Services Council, Laconia, NH
August 1995 to July 1997

Responsible for management and development of a department that serves two hundred and fifty families. Provide direct support and supervision to professional staff. Active on agency and community committees. Financial responsibility, Family Advisory Council, grant writing, and program development.

Family Support Services Coordinator

Lakes Region Community Services Council, Laconia, NH
July 1992 to August 1995

Responsible for daily management of Family Support Services Department. Responsible for 19 staff including direct supervision of 9, monitoring of budgets, development of new programs, crisis intervention, and public relations. Developed Family Aide Program.

Family Support Advocate

Lakes Region Community Services Council, Laconia, NH
June 1989 to July 1992

Worked with families who have members with developmental disabilities. Served as a direct support for the families. Emphasis was to assist the families to make and carry through their own decisions while stressing they be less system-dependent through involvement with the community. Developed Intensive Family Support Model and Futures Planning Guide.

EDUCATION:

Kent School of Social Work, University of Louisville
Louisville, KY
Master of Science in Social Work, August 1991.

University of New Hampshire, Durham, NH
Bachelor of Arts in Social Work, May 1989

INTERESTS:

Treasurer, Community Support Network
Vice President, Lakes Region Partnership for Public Health
Board Member, Breakwater Condominium Association

REFERENCES WILL BE FURNISHED UPON REQUEST



Rebecca L. Bryant

Accounting & Management Experience

April 2007 – Present

Lakes Region Community Services Council

Director of Finance

Chief Financial Officer of Community Based Not-For-Profit Corporation.

Oversee financial, information technology and benefits administration for private non-profit human services agency with a budget of \$25 million and 350 employees. Prepare and monitor annual budgets. Prepare and manage contracts with funding sources and vendors. Administer the agency's compensation and benefits plans. Ensure compliance with applicable state and federal labor regulations. Oversee the installation and support of agency computer systems and networks. Report to and work closely with the Board of Directors and Executive Director.

Aug 2000 – April 2007

Wilcom, Inc., Laconia, NH

Controller, Acting General Manager

Controller for Telecommunications Manufacturer. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President.

During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Oct 1997 – Aug 2000

Freudenberg-NOK General Partnership, Bristol, NH

Hyperion Administrator

Jul 2000 – Aug 2000

Assistant Hyperion Administrator

Jan 1999 – Jul 2000

Assistant Treasury Manager

Oct 1997 – Jan 1999

Responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and

distribution of financial data.

As Assistant Treasury Manager managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager For nine months in the absence of the Treasury Manager.

Certifications

- Justice of the Peace – State of New Hampshire
- Notary Public – State of New Hampshire

Continuing Education

- PHI Coaching Approach to Supervision
- PHI Coaching Approach to Communication
- U.S. Notary Course in Notary Public Law
- ADP Reportsmith Class
- CompuMaster "Getting the Most from Microsoft Office"
- Skillpath Seminar "The Conference for Women"
- International Trade Resource Center; Export Documentation, Foreign Credit & Collection, AES Direct Training
- NH PTAP; Doing Business With the Government – Procurement Basics, Contract Basics,
- U.S. General Services Administration (GSA) – Training: How to Obtain a GSA Schedules Contract
- Project Management Training
- Auditing Staff Level I
- Business Process Kaizen
- Distinctions Customer Service Training

Education

May 1995	KEENE STATE COLLEGE, Keene, New Hampshire Bachelor of Science Degree in Business Management Accounting Concentration

Community Service

- Board of Directors, Granite State Workers' Compensation Manufacturers Trust
- Den Leader, Cub Scout Pack 369, Moultonborough, NH
- Advancements Chair, Cub Scout Pack 369, Moultonborough, NH
- Chair, Recreation Advisory Board, Town of Moultonborough
- Sunday School Teacher, Moultonborough United Methodist Church
- Nursery Coordinator, Moultonborough United Methodist Church

Shannon Robinson-Beland

SUMMARY OF QUALIFICATIONS

- Significant experience in family centered practice and building protective factors and adult capacities to improve child outcomes.
- Successful track record with grant writing.
- Skilled in facilitation and presentations for a variety of audiences.
- Able to work independently on projects with limited resources and guidance.
- Excellent communication, research, and writing skills.
- Proficient in Spanish & attained third level proficiency in Japanese.

EDUCATION

Master of Social Work, 2009 – UNIVERSITY OF NEW HAMPSHIRE, Durham, NH

Bachelor of Arts in Communications and Spanish, 1992 – UNIVERSITY OF NEW HAMPSHIRE, Durham, NH
Awards – Magna cum laude, Phi Beta Kappa, Sigma Delta Pi (Spanish)

Teach for America Summer Institute, Summer 1992 – CALIFORNIA STATE UNIVERSITY, Northridge, CA

Augustana College Summer Spanish Program, Summer 1991 – UNIVERSIDAD DE AZUAY, Cuenca, Ecuador

PROFESSIONAL EXPERIENCE

Lakes Region Community Services (LRCS), Laconia, NH 2013-Present
Director of Family Resource Center, Family Resource Center of Central New Hampshire

- Oversee a multidisciplinary team of twenty professionals with a shared vision of strengthening adult capacities to improve child outcomes through the varied programs of the Family Resource Center.
- Ensure sustainability of Family Resource Center programming by maintaining varied funding streams, including State contracts, private foundations, collaborative partnerships and individual donors.

Lakes Region Community Services (LRCS), Laconia, NH 2009-2013
Community Support Coordinator, Family Resource Center of Central New Hampshire

- Researched and identified funding sources; wrote grants and follow up reports to support LRCS programming.
- Developed, promoted, facilitated, and generally oversaw Parent Education and Support Programming.
- Identified or created opportunities to support local partners in their efforts to enhance early learning and raise awareness.
- Coordinated, from inception to implementation, community events aimed at strengthening families and community.
- Facilitated or participated in several local coalitions and steering committees.

Caring Community Network of the Twin Rivers (CCNTR), Franklin, NH 2008-2009
MSW Intern

- Developed and facilitated wrap-around groups for local area providers.
- Researched and identified funding sources, presented information to development committee, and wrote grants to support CCNTR programming.
- Promoted and represented CCNTR services to a variety of local organizations.

PROFESSIONAL EXPERIENCE—continued

LRGHealthcare, Laconia, NH

2002-2005

MSW Intern/On-call ER Social Worker

- Assessed and linked uninsured/under-insured patients with appropriate community resources and services.
- Collaborated with clients to develop individual care plans and followed up on plans semiannually.
- Facilitated communication between medical staff and ER patients' families during after-hours trauma cases.
- Provided emotional support to and coordinated services for patients and families in crisis.

VUTEk Inc., Meredith, NH

1999-2001

International Account Manager, Customer Service—Latin America, Spain, Africa & Asia

- Served as primary point of contact for international customers in English and Spanish.
- Ensured proper installation and maintenance of large format printers by coordinating installation and service visits for international customers.
- Gathered information, resolved customer service issues, and negotiated settlement packages by representing customer complaints to Vice Presidents of Service, Sales, Marketing, and Manufacturing.
- Developed internal processes to better address employee and customer needs.
- Directly supervised Middle East Field Service Engineer.
- Designed and maintained master service schedule.

Japanese Exchange Teaching Program, Washington D.C.

1994-1996

Teacher/JET Participant

A program designed to bring native English speakers into the Japanese public school system to teach English and related cultural issues.

- Lived in Japan and taught English as a Foreign Language at Fukaya Daiichi, a mid-level Japanese high school.
- Assessed students' abilities and created appropriate lessons and materials.
- Organized and presented weekly teacher seminars designed to improve English speaking ability and encourage cross-cultural understanding.

Teach For America, New York, N.Y.

1992-1994

Teacher/TFA Corps Member

A program aimed at improving education by filling positions in schools with persistent teacher shortages, while also drawing attention to educational issues through media coverage and community interaction.

- Taught high school Spanish and public speaking in rural Arkansas.
- Developed creative instructional materials to complement the required curriculum and state adopted textbooks.
- Represented and promoted TFA to a wide variety of audiences, both in person and through the media.

Related Accomplishment – *Successfully designed and implemented a scholarship program to provide students with travel opportunities.*

- Presented proposal to school administration and won approval.
- Created and produced all related materials.
- Established selection criteria and implemented selection process.
- Presented to potential sponsors and generated over \$5000 in funding through community sponsorships, grants, and contributions from a major corporation.

References furnished upon request.

CONTRACTOR NAME

Key Personnel

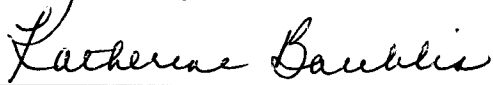
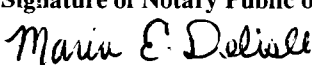
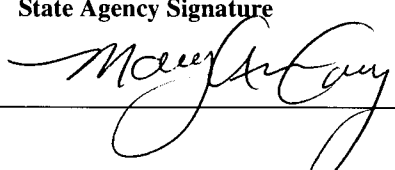
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Christine Santanello	EXECUTIVE DIRECTOR	112,124	Ø	Ø
Rebecca Bryant	DIRECTOR OF FINANCE	84,050	Ø	Ø
Shannon Robinson-Bell	DIRECTOR FAMILY RES. CTR	48,000	Ø	Ø

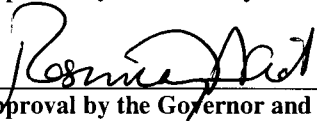
CS
4/28/14

Subject: Comprehensive Family Support Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name The Family Resource Center At Gorham		1.4 Contractor Address 123 Main Street Gorham NH 03581	
1.5 Contractor Phone Number (603) 466-5190	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Katherine Baublis Interim Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cook</u> On <u>16th of May, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Maria E. Deliselli - Notary exp. 9-18-2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY Ann Carey Associate Commissioner	

1.16	Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:	
1.17	Approval by the Attorney General (Form, Substance and Execution)	
By:		On: 6-3-14
1.18	Approval by the Governor and Executive Council	
By:	On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

Contractor Initials:

KB
5/16/14

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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services for the Division for Children, Youth and Families' Berlin District Office Catchment Area, at minimum, during the business hours of 8:00 a.m.-4:30 p.m., five (5) days per week, and is available evenings or weekends as needed:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Assist clients in making appointment and overcoming any transportation barriers;
 - 1.1.2.2 Provide clients with Medicaid sponsored brochures and information for enrollment and answer basic questions;
 - 1.1.2.3 Help clients apply for Medicaid online through NH Easy or fill out application forms during home visits;
 - 1.1.2.4 Help clients navigate and complete the required paperwork;
 - 1.1.2.5 Follow through to make sure all required documents are submitted;
 - 1.1.2.6 Follow up with clients as needed towards successful enrollment;
 - 1.1.2.7 Monitor client's status to make sure the health plan is up to date.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Help families identify and access quality preventive child care;
 - 1.1.3.1.1 Children who are in highly stressful situations, who are receiving poor or low quality care or whose parents are temporarily unable to care for them are given priority;
 - 1.1.3.1.2 Act as liaisons with local child care agencies to assist clients whose children are identified as needed preventative child care;
 - 1.1.3.1.3 Assist in providing all necessary documentation to coordinate scheduling and other logistics.
 - 1.1.3.2 Participate in community agency meeting to facilitate referrals and interaction with community resources;
 - 1.1.3.3 Continue to conduct outreach to local day care centers for direct linkages to raise awareness of the availability of services and benefits for infants and young children.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.4.1 Ensure that developmental screenings are provided as prescribed by Watch Me Grow from 2 month of age through 60 months using ASQ-3 and ASQ-SE;
- 1.1.4.2 Provide ASQ-SE for children that need to be more closely evaluated in the social and emotional areas;
- 1.1.4.3 Provide parents with activities to stimulate development of their infant or child when necessary;
- 1.1.4.4 Link families with early supports and services through Northern Human Services when a significant deficiency or probable developmental delay is revealed.
- 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Work closely with RESPONSE To Sexual and Domestic Violence, the county wide domestic violence advocacy agency;
 - 1.1.5.2 Use the Relationship Assessment Tool for screening when there is suspected/or becomes aware of any evidence of domestic violence;
 - 1.1.5.3 Meet with client/parent outside their home, in a safe place of their choosing to discuss family issues;
 - 1.1.5.4 Provide brochures and other helpful information to client to raise client awareness and help identify/highlight the multiple underlying issues involved in domestic violence;
 - 1.1.5.5 Provide contact information, phone numbers, office addresses for resources including:
 - 1.1.5.5.1 Counseling;
 - 1.1.5.5.2 Intervention;
 - 1.1.5.5.3 Assistance with court-related issues and forms;
 - 1.1.5.5.4 Safe house placements.
 - 1.1.5.6 Work closely with Division for Children, Youth and Families. Law enforcement. And court personnel to provide additional assistance and support if needed.
- 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Sponsor and/or collaborate in the following activities:
 - 1.1.6.1.1 Weekly "Toddler Time";
 - 1.1.6.1.2 "Cooking Matters" in partnership with University of New Hampshire Cooperative Extension;
 - 1.1.6.1.3 Other concepts that directly assist parents during home visiting;
 - 1.1.6.2 Complete an internal referral for the following activities:
 - 1.1.6.2.1 "Magic 123"
 - 1.1.6.2.2 Multi-session parenting course "Children In the Middle".
- 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Elicit and attend to parents' concerns;
 - 1.1.7.2 Maintain developmental history;
 - 1.1.7.3 Make informed observations of the child;
 - 1.1.7.4 Identify the presence of risk and protective factors;

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- 1.1.7.5 Periodically use screening tests;
- 1.1.7.6 Document finding;
- 1.1.7.7 Educate parent about motor, cognitive and social emotional skills;
- 1.1.7.8 Discuss common milestones and recognition of variance that occurs based on cultural norms and other circumstances;
- 1.1.7.9 Use the following evidence based curricula during home visits:
 - 1.1.7.9.1 Positive Parenting Program; and
 - 1.1.7.9.2 Growing Great Kids.
- 1.1.7.10 Continue as the lead agency in the Coos Coalition for Young Children and Families which promotes optimal development for children ages birth-five and their families in Coos and surrounding communities.
- 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Work closely with the Early Supports Services team through Northern Human Services to insure all children receive assessment and intervention for a developmental delay as early as possible;
 - 1.1.8.2 Administer the ASQ or ASQ-SE;
 - 1.1.8.2.1 Refer children for further assessment if needed.
- 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Connect parents and families without a primary care provider to one of the three (3) region's primary health care clinics;
 - 1.1.9.2 Act as a liaison for children and families with the administrative and health care staff of the three clinics and/or private medical providers towards enrolling each child and family member with a primary care provider.
- 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Work collaboratively with families to help them identify strengths and skills;
 - 1.1.10.2 Use Parents As Teachers, Positive Parenting Program and Growing Great Kids modeling and mentoring as a primary tool for building on a family's own strengths;
 - 1.1.10.3 Help families overcome barriers;
 - 1.1.10.4 Use role modeling techniques such as:
 - 1.1.10.4.1 How to change a baby's diaper;
 - 1.1.10.4.2 How to read or play with a child;
 - 1.1.10.4.3 How to create structure,
 - 1.1.10.4.4 Designing limits for a teenager;
 - 1.1.10.4.5 Consistency and developmentally appropriate discipline.
 - 1.1.10.5 Engage in role playing with parents on parenting skills, communication skills, child behavioral techniques and other positive interactions;
 - 1.1.10.6 Help families advocate for themselves with landlords, government agencies and the schools;

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- 1.1.10.7 Involve families in understanding both legislative and administrative changes that occur to family support programs at both State and Federal levels;
- 1.1.10.8 Work closely with NH Children's Trust to promote and link clients with their advocacy projects.
- 1.1.11 Home visiting services in accordance with Home Visiting NH 2012; the Contractor will:
 - 1.1.11.1 Ensure each referral will be entered into the Division of Children, Youth, and Families (DCYF) data base and screened for eligibility by the Supervisory Staff;
 - 1.1.11.2 Assign a home visitor to establish contact with the family and schedule a first home visit;
 - 1.1.11.2.1 work with the family to complete an assessment;
 - 1.1.11.2.2 Document each family member's individual needs.
 - 1.1.11.3 Home visitors will identify:
 - 1.1.11.3.1 Connections to a Primary Care Physician (PCP) and dental care;
 - 1.1.11.3.2 The availability of health insurance coverage;
 - 1.1.11.3.3 Ongoing health care needs and/or illnesses;
 - 1.1.11.3.4 Social resource needs;
 - 1.1.11.3.5 Risk of domestic violence;
 - 1.1.11.3.6 Eligibility for the Women, Infants, and Children organization (WIC) and other benefits;
 - 1.1.11.3.7 Need for mental health care interventions;
 - 1.1.11.3.8 The presence of substance abuse;
 - 1.1.11.3.9 Child development stages;
 - 1.1.11.3.10 Need for parenting education; and
 - 1.1.11.3.11 The family's situation vis-a-vis common necessities such as food, clothing, heating fuel, etc.;
 - 1.1.11.4 Home visitors and families will create an Individualized Family Service Plan (IFSP) the IFSP will:
 - 1.1.11.4.1 Contain outlined goals for the following:
 - 1.1.11.4.1.1 Transition to a PCP/medical home;
 - 1.1.11.4.1.2 Oral healthcare;
 - 1.1.11.4.1.3 Family support services;
 - 1.1.11.4.1.4 Parenting education/counseling;
 - 1.1.11.4.1.5 Linkage to the Women, Infants, and Children organization (WIC);
 - 1.1.11.4.1.6 family planning;
 - 1.1.11.4.1.7 Early Support Services;
 - 1.1.11.4.1.8 Fuel assistance;
 - 1.1.11.4.1.9 Transportation;
 - 1.1.11.4.1.10 Housing or other needed services.

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- 1.1.11.4.2 IFSP's will rely upon 'Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents' regarding education and counseling topics for the family;
- 1.1.11.4.3 IFSP's will be signed by the family in writing and will provide releases of confidentiality so critical information can be shared with agency partners as needed. The identified health care goals of the IFSP will also be signed by the PCP;
- 1.1.11.5 The home visitors will support the client's work towards the goals and objectives of the IFSP;
- 1.1.11.6 Correspondence, phone conferences, and the enlistment of collaborative partners from other agencies involved with the family, constitute the follow up activities supplemented by the home visits;
- 1.1.11.6.1 Regular updates will be sought from other family support workers involved with the children and family (e.g., school nurses, guidance counselors, juvenile and/or DCYF case workers);
- 1.1.11.7 Case and care management will continue as home visitors use the evidence based curriculum, Growing Great Kids, to focus on key objectives such as promotion of maternal/infant attachment, depression screenings & referrals, timely immunizations, establishment of a medical home and increased parental participation in literacy activities and,
- 1.1.11.8 The Home Visiting NH (HVNH) 2012 Model for Young Families in New Hampshire will drive the number and duration of home and nursing visits.
- 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Work with White Mountains Community Collect and Affordable Housing Education and Development of Berlin to provide the following services:
 - 1.1.12.1.1 Budgeting;
 - 1.1.12.1.2 Financial management;
 - 1.1.12.1.3 Job readiness; and
 - 1.1.12.1.4 Other programs designed to lead to self-sufficiency.
 - 1.1.12.2 Provide services and supports to families at risk for six (6)-twelve (12) months to address the family's immediate needs and reduce the risk of potential child abuse and/or neglect;
 - 1.1.12.3 Draft an Individual Family Service Plan to focus on building parenting competency with a goal of creating a safe, structured and functional home life.
 - 1.1.12.4 Guide their work by the protocols of the Division for Children, Youth and Families. The Mental Health Domestic Violence Protocols and Bright Futures.
- 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Offer information on the following:
 - 1.1.13.1.1 Family planning;
 - 1.1.13.1.2 Stress relievers;
 - 1.1.13.1.3 Home and money management;

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- 1.1.13.1.4 Positive and effective child discipline;
 - 1.1.13.1.5 Anger management; and
 - 1.1.13.1.6 Other such topics to help parents better manage their lives on a day to day basis.
 - 1.1.13.2 Use calendars, schedules and other techniques to help parents appreciate and learn time management;
 - 1.1.13.3 Link parents to community resources and distribute resource guides to all enrolled families;
 - 1.1.13.4 Link families to educational and employment resources;
 - 1.1.13.5 Make an internal referral that will provide job readiness preparation under Applicant Background Investigation Drill program.
 - 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Establish daily, weekly and monthly routines to manage and structure household chores, such as dinner planning, shopping, cooking, cleaning, etc.;
 - 1.1.14.2 Assist with household budgeting and helping parents learn strategies to stretch household dollars, avoid predatory lenders and learn smart financial planning;
 - 1.1.14.3 Develop and maintain appropriate positive parenting strategies;
 - 1.1.14.4 Identify ways to manage the normal stressors which affect every family;
 - 1.1.14.5 Make referrals for parents and children to mental health, parenting support groups, the domestic violence program or other appropriate community support services;
 - 1.1.14.6 Assist parents in following through with referred services by reminding them of appointments via correspondence, phone calls and a calendar system;
 - 1.1.14.7 Advocate for administration of treatment plans; and,
 - 1.1.14.8 Assess the effect of the plan on the entire family, especially the children, to ensure that the whole family's needs are addressed.
 - 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Use the Parents As Teachers and Growing Great Kids curricula;
 - 1.1.15.2 Advocate with parents for commitments to engage with their children through reading to them and other literacy exercises on a daily basis;
 - 1.1.15.3 Partner with community libraries to make their resources available to children and families in ways that are convenient to them;
 - 1.1.15.4 Promote the Reach out and Read program to area pediatricians and health care providers;
 - 1.1.15.5 Sponsor "Giggle Books" which provides children's books to enrolled families.
 - 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule; the Contractor will:

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- 1.1.16.1 Support and assist clients to understand the value of the protocols and guidelines for well child visits, immunizations etc. as advocated by the American Academy of Pediatrics;
- 1.1.16.2 Provide education on the following during prenatal and post-partum home visits:
 - 1.1.16.2.1 Medical education on pregnancy;
 - 1.1.16.2.2 Child birth;
 - 1.1.16.2.3 Nutrition,
 - 1.1.16.2.4 Child development milestones;
 - 1.1.16.2.5 Immunizations;
 - 1.1.16.2.6 Maternal depression;
 - 1.1.16.2.7 Shaken Baby Syndrome;
 - 1.1.16.2.8 Smoking cessations;
 - 1.1.16.2.9 Effects of substance abuse on adults and infants including Fetal Alcohol Syndrome and ramifications of having an infant born addicted to narcotics;
 - 1.1.16.2.10 Breast feeding;
 - 1.1.16.2.11 And general infant health and care.
- 1.1.16.3 Encourage clients to engage with their primary care provider or health care client for more intensive medical information when needed.
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Give all adult family members the Patient Health Questionnaire, a short depression screening;
 - 1.1.17.2 Use the Edinburgh Postnatal Depression Scale during home visits at two (2) week and six (6) weeks post-partum to identify maternal depression;
 - 1.1.17.3 Refer client to Northern Human Services or a private mental health care provider for further assessment and follow up services.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Cover oral health education with clients during home visits;
 - 1.1.18.1.1 Provide dental kits periodically;
 - 1.1.18.1.2 Connect them to area dentist when dental services are needed.
 - 1.1.18.2 Refer families to the Molar Express.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Provide information and support on family planning before a child is born;
 - 1.1.19.1.1 Connect family to health care provider for family planning as soon as possible after birth.
 - 1.1.19.2 Work regularly with staff from other community organizations to provide such services as:
 - 1.1.19.2.1 WIC;
 - 1.1.19.2.2 Fuel assistance;
 - 1.1.19.2.3 Transportation;
 - 1.1.19.2.4 Housing.

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- 1.1.19.3 Sponsor the following services:
 - 1.1.19.3.1 Toddler Time – A parent/child play time and parenting support group that meets weekly will be established for the Berlin DO catchment area. Parents and staff share information with each other and participate in education programs designed by the member parents.
 - 1.1.19.3.2 New Coats for Kids – new winter coats, snow pants, mittens and hats will be provided to families free of charge by the Family Resource Center at Gorham's collaboration with private funders;
 - 1.1.19.3.3 Holiday Family Support – Holiday food and gift baskets, gifts and clothing will be distributed to dozens of families by the Family Resource Center at Gorham's collaboration with private funders and,
 - 1.1.19.3.4 Operation School Supplies – school supplies for children in need will be provided by the Family Resource Center at Gorham in collaboration with private funders and New Hampshire Catholic Charities.
 - 1.1.19.3.5 Through an internal referral, a series of evening seminars focused on divorce and parenting education program based upon 'Children in the Middle'.
 - 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Work with parents on child development using evidence-based curricula from:
 - 1.1.20.1.1 Positive Parenting Program; and
 - 1.1.20.1.2 Growing Great Kids.
 - 1.1.20.2 Provide parents with materials and other developmental descriptions and handouts;
 - 1.1.20.3 Provide appropriate learning tools, materials and games to strengthen the level of parent/child attachment
 - 1.1.20.4 Complete a household safety checklist and create plans to address any deficiencies.
 - 1.1.21 Growing Great Kids curriculum; the Contractor will:
 - 1.1.21.1 Ensure that staff is trained in the Growing Great Kids curriculum.
 - 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Provide health educations on the danger of tobacco products including but not limited to direct use, second hand smoke, effects on children. etc.;
 - 1.1.22.2 Refer clients to NH Quit Works and the client's primary care provider for additional supports;
 - 1.1.22.2.1 Follow up with the clients on their progress through the program.
 - 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Provide health education on the danger of abusing alcohol and/or other substances, including but not limited to all of the health risks associated with Fetal Alcohol Syndrome and giving birth to a narcotic addicted infant;

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- 1.1.23.2 Use the TWEAK(Tolerance Worried Eye-Opener Amnesia K(c)ut down) screening tool; for pregnant women that test positive:
 - 1.1.23.2.1 The Contractor will administer the Brief Intervention.
- 1.1.23.3 Refer a client or household member that is abusing alcohol or other substances to mental health services, substance abuse services, and/or their primary care provider;
- 1.1.23.4 Make appropriate and timely reports to law enforcement and/or Division for Children, Youth and Families as needed to prevent the creation of a potentially harmful or neglectful environment for the children and family;
- 1.1.23.5 Continue to attend professional development trainings through other agencies to maintain their capacities in the areas of substance abuse services;
- 1.1.23.6 Offer information to families to reduce the client's and household member's emotional difficulties and dependency issues, such as:
 - 1.1.23.6.1 Stress reduction;
 - 1.1.23.6.2 Anger management;
 - 1.1.23.6.3 Problem solving; and
 - 1.1.23.6.4 The development of coping skills.
- 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Ensure staff have significant exposure to trainings, education and the development of their skills and knowledge based on the delivery of services to support victims;
 - 1.1.24.2 Continue to engage with resources available from sources such as:
 - 1.1.24.2.1 The Substance Abuse and Mental Health Services Administration;
 - 1.1.24.2.2 Co-Occurring Disorders; and
 - 1.1.24.2.3 Violence Study and the associated screening tool;
 - 1.1.24.2.4 Have the Family Resource Center's case worker for the North Country that is well positioned to connect the agency's military involved clients with services to address common trauma such as PTSD share resources and information to home visiting staff on a regular basis.
- 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Support clients not already enrolled in WIC in making appointments and overcoming barrier to attend intake appointments, including assisting in making transportation arrangements.
- 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Publish and circulate program brochures;
 - 1.2.2 Distribute press releases and news articles;
 - 1.2.3 Conduct semiannual meeting with the Division for Children, Youth and Families' staff to explain the program and the services available:

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- 1.2.4 Use social media and website presence to promote available program for children and families and educate the public on how to utilize services;
- 1.2.5 Present regularly at various community forums including but not limited to:
 - 1.2.5.1 Consortiums;
 - 1.2.5.2 Church and civic groups;
 - 1.2.5.3 Municipal and community leadership forums;
 - 1.2.5.4 Law enforcement associations;
 - 1.2.5.5 The County's General Court Delegation and County Commissioners.
- 1.2.6 Maintain relationships with Family and District Court systems, law enforcement and the school community;
- 1.2.7 Maintain partnerships with other human service agencies and organizations;
- 1.2.8 Conduct a targeted outreach campaign to include but not limited to:
 - 1.2.8.1 Public Events;
 - 1.2.8.2 Collaboration with Partners;
 - 1.2.8.3 Social and traditional media;
 - 1.2.8.4 Schools and Law Enforcement;
 - 1.2.8.5 Family and District Court Personnel.
- 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Meet with clients a convenient locations in the community as requested or needed;
 - 1.3.2 Work with families on days and times that are most convenient including weekends, evening lunch times etc.;
 - 1.3.3 Institute a plan to improve father involvement, even when a mothers state that "the child's father isn't involved";
- 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Continue to attend the variety of human service agency collaborative meetings throughout the year;
 - 1.4.2 Conduct community outreach by speaking to and delivering newsletters, fact sheets and annual reports and/or Power Point before:
 - 1.4.2.1 Civic groups;
 - 1.4.2.2 City Council and Selectmen's meetings;
 - 1.4.2.3 School board meetings;
 - 1.4.2.4 Meetings with the Coos County Delegation to the General Court;
 - 1.4.2.5 Meeting with law enforcement associations;
 - 1.4.2.6 Meetings with District and Family Court Judges and Clerks.
 - 1.4.3 Continue to attend meeting of statewide organizations and coalitions;
 - 1.4.4 Maintain relationships with child care providers and resource and referral organizations;
 - 1.4.5 Work closely with and provide domestic violence referrals to RESPONSE;

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- 1.4.6 Work with NH Children's Trust around training, technical assistance, and client advocacy and recognition;
 - 1.4.7 Engage with the NH Employment Program and staff around client supports and attend wraparound meetings;
 - 1.4.8 Keep informed about the health care system, maintaining relationships with the medical community, coordinate to establish and maintain medical homes for clients, coordinate with and refer clients to WIC, NH Medicaid, mental health providers and substance abuse providers;
 - 1.4.9 Maintain and expand upon our relationships with and referring clients for basic needs, financial supports, transportation and other supports; and,
 - 1.4.10 Maintain relationships with funders including the NH DHHS, Granite United Way and nonprofit resources including the NH Center for Nonprofits;
 - 1.4.11 Participate and host "Lunch and Learns" with staff counterparts and partner agencies;
 - 1.4.12 Initiate a communications outreach campaign which entails the mailing of a letter and brochure and scheduling informational visits to all area:
 - 1.4.12.1 High schools;
 - 1.4.12.2 Hospitals;
 - 1.4.12.3 Health care clinics;
 - 1.4.12.4 Oral health mobile clinic;
 - 1.4.12.5 Area's mental health agency;
 - 1.4.12.6 Private health practitioners.
 - 1.5 Identifying additional resources and funding opportunities and reporting the results to the Division for Children, Youth and Families' Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
 - 1.5.1 Actively pursue opportunities for identifying and gaining support for Family Programs from:
 - 1.5.1.1 Private foundations;
 - 1.5.1.2 Corporate foundations; and
 - 1.5.1.3 Other sources.
 - 1.5.2 Institute a series of projects that include:
 - 1.5.2.1 The professional adaptation of artwork created by our afterschool youth into a series of all-season greeting cards, notepads, etc., for sale to the public;
 - 1.5.2.2 A creative outreach campaign based on a 'scholarship theme' to support afterschool programs;
 - 1.5.2.3 An enhanced annual March event and raffle (including the raffle for a convertible automobile provided by a local car dealership);
 - 1.5.2.4 A fee based co-parenting and child development education service, utilizing an evidence based curriculum for court involved families that are not restrained by low income and can afford to purchase this service;

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- 1.5.2.5 Increasing Medicaid billing via contractual relationships with NH's managed Medicaid companies for home visiting services;
- 1.5.2.6 Continuation and expansion of contract relationships with statewide agencies for delivery of services to the North Country; the Family Resource Center at Gorham is a subcontractor with Harbor Homes, Inc. and Easter Seals of NH to provide support for homeless veterans and family support programming to military families; and,
- 1.5.2.7 Continued outreach to foundations not previously familiar with the Family Resource Center at Gorham.
- 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
- 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General assessment tool, the ASQ-3, and the ASQ-SE, for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.

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- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
 - 1.9.1 Continue to administer participant satisfaction surveys as individual cases close; and
 - 1.9.2 Conduct an annual focus group to add value to ongoing efforts and evaluation program delivery and adherence to evidence based curricula. The focus group will include:
 - 1.9.2.1 Family members previously served;
 - 1.9.2.2 Sever members of the Board of Directors; and
 - 1.9.2.3 Agency leadership.
- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:
 - 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
- 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
- 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
 - 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,

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- 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
- 1.12.10 Good organizational skills;
- 1.12.11 Good problem solving skills;
- 1.12.12 Clear and effective oral and written communication skills;
- 1.12.13 A valid driver's license and reliable automobile transportation;
- 1.12.14 The ability to work hours that are flexible and convenient for families; and
- 1.12.15 An understanding of how to access the range of services in the delivery system.
- 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
- 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
- 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
- 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
- 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- early childhood program setting, some of which must have been in a supervisory capacity.
- 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 The Contractor has been granted a waiver from using the "Parents as Teachers" curriculum and has been approved to use the "Growing Great Kids" curriculum.
 - 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
 - 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
 - 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.

- 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
- 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
- 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
- 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
- 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
- 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
- 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
- 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
- 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
- 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 2.1.1.10 Community impact of the services provided;
- 2.1.1.11 Family income, composed of earned income and child support receipts;
- 2.1.1.12 Number of families employed or in training;
- 2.1.1.13 Number of families reporting housing destabilization;
- 2.1.1.14 Number of expectant women and children receiving WIC services.
- 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: The Family Resource Center at Gorham (Berlin District Area)

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$10,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing Form 2096 (Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed. The Contractor will receive quarterly reports from DCYF.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

License-Exempt Center

License Exempt Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

STATE OF NEW HAMPSHIRE
 Department of Health and Human Services
 Division for Children, Youth and Families

Form 2096
 May 2009

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

☐ Full Time (31 or more hrs) ☐ Half Time (16-30 hrs/week) ☐ Part Time (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Email Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us
 - 2.2. Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3. Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
 - 2.4. A final payment request shall be submitted no later than sixty days after the contact ends.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services**



Exhibit B

-
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
- 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

(Name of RFP)

Budget Period: 2014-2015

[illegible]

Indirect As A Percent of Direct

Page 1
The Family Resource Center at Gorham (Berlin District Office Catchment Area)

Contractor Initials

Date 5/16/14

Bladder/Program Name: The Family Resource Center at Gorham

Budget Request for: Berlin DO

Name of RFP)

Budget Period: 2015-2016

Line Item	Total Program Cost			Contractual Fee			Funded by DHS Contractors		
	Incremental	Indirect	Total	Incremental	Indirect	Total	Incremental	Indirect	Total
1. Total Salary/Wages	\$ 93,604.00	\$ 9,750.00	\$ 103,354.00	\$ 3,750.00	\$ -	\$ 3,750.00	\$ 89,854.00	\$ 9,750.00	\$ 99,604.00
2. Employee Benefits	\$ 22,959.00	\$ 4,012.00	\$ 26,971.00	\$ 500.00	\$ -	\$ 500.00	\$ 22,459.00	\$ 4,012.00	\$ 26,471.00
3. Consultants	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,607.00	\$ -	\$ 3,607.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 2,107.00	\$ -	\$ 2,107.00
6. Travel	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 500.00	\$ -	\$ 500.00	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FSNH annual fee	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
Printing	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
TOTAL	\$ 138,795.00	\$ 13,762.00	\$ 152,557.00	\$ 6,250.00	\$ -	\$ 6,250.00	\$ 132,545.00	\$ 13,762.00	\$ 146,307.00

Indirect As A Percent of Direct

Resource Center at Gorham

9.9%

Contractor Initials RLB.
Date 5/16/14



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 fundors 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 fundors, 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;

[Signature]



- 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.

LB



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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

5/16/14
Date

Katherine Laubhi
Name:
Title: Interim Chair

Contractor Initials KL
Date 5/16/14



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/16/14
Date

Katherine Barabbi
Name:
Title: Interim Chair



CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/16/14
Date

Lachene Bawabi
Name:
Title: Interim Chair



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/16/14
Date

Latherine Laublie
Name:
Title: Interim Chair

Contractor Initials LB
Date 5/16/14



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:

5/16/14
Date

Katherine Barabie
Name:
Title: Interim Chair

Contractor Initials LB
Date 5/16/14



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, business Associate shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and Covered Entity shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. reach shall have the same meaning as the term reach in section 164.402 of Title 45, Code of Federal Regulations.
- b. business Associate has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. Covered Entity has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. Designated Record Set shall have the same meaning as the term designated record set in 45 CFR Section 164.501.
- e. Data Aggregation shall have the same meaning as the term data aggregation in 45 CFR Section 164.501.
- f. Health Care Operations shall have the same meaning as the term health care operations in 45 CFR Section 164.501.
- g. HITECH Act means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. Individual shall have the same meaning as the term individual in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. Protected Health Information shall have the same meaning as the term protected health information in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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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.

(3) 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

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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

LB



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

3/2014

Contractor Initials

LB

Date 5/16/14



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials LBDate 5/16/14



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.

NH DHHS
The State
[Signature]
Signature of Authorized Representative
MARY ANGLIST
Name of Authorized Representative
Associate Commissioner
Title of Authorized Representative
5/28/14
Date

Family Resource Center at Gorham
Name of the Contractor
[Signature]
Signature of Authorized Representative
Katherine Baublis
Name of Authorized Representative
Interim Chair
Title of Authorized Representative
5/16/14
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:

5/16/14
Date

Lathene Barabie
Name:
Title: Interim Chair



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: 019-150817
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire nonprofit corporation formed April 3, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 9th day of April A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Heidi Barker, of The Family Resource Center at Gorham, do hereby certify that:

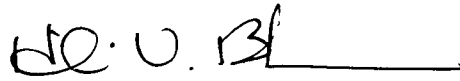
1. I am the duly elected Secretary of the Family Resource Center at Gorham Board of Directors
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 20, 2014

RESOLVED: That this corporation enters into a contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Children Youth and Families.

RESOLVED: That the Interim Chair of the Family Resource Center at Gorham Board of Directors is hereby authorized on behalf of this corporation to enter into 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. Katherine Baublis is the duly elected Interim Chair of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 20, 2014

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 20th day of May, 2014.

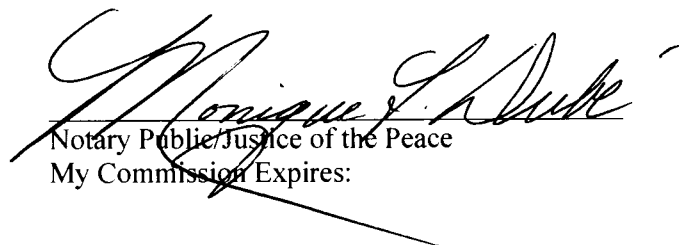


Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

The foregoing instrument was acknowledged before me this 20th day of May, 2014 by Heidi Barker

Monique F. Dube
Notary Public &
Justice of the Peace
State of New Hampshire
My Commission Expires
July 14, 2015



Notary Public/Justice of the Peace
My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C No. Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.com FAX (A/C No.): (603) 293-7188	
INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2014-15

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			MAC3793560-08	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							
	A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS			MAC3793560-08	5/10/2014	5/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						
UMBRELLA LIAB EXCESS LIAB							EACH OCCURRENCE \$ AGGREGATE \$	
☐ OCCUR ☐ CLAIMS-MADE								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

DHHS Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i>

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-SCL PO Box 406 Portland, ME 04112-0406	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800 723-2873	FAX (A/C, No): 603-625-1100
INSURED The Family Resource Center 123 Main Street Gorham, NH 03581-0225	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas. Co. of	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6KUB9866L683	01/01/2014	01/01/2015	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

DHHS, Contracts and Procurement
Unit,
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

E. Smith

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Mission

To build healthier families and stronger communities through positive relationships, programs and collaboration in the North Country.

We do this by:

- focusing on three fundamental concepts that help form the foundation of a healthy community;
 - supporting the needs of children and families, especially those impacted by economic challenges;
 - connecting children and families to the healthcare and human service systems;
 - providing support to parents with in-home counseling and education programs to foster stronger family relationships;
 - sponsoring activities and programming that reach the full generational continuum of our community;
 - hosting Toddler Time for parents with children age 0 to 3 years;
 - providing Afterschool Programming for grades K-8; and
 - promoting activities benefiting the disabled and senior citizen.
-

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2013 AND 2012
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

JUNE 30, 2013

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

**Leone,
McDonnell
& Roberts**
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • PEMBROKE
STRATHAM

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Family Resource Center at Gorham, (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related cash flows, and notes to financial statements for the years then ended, and the related statement of activities and statement of functional expenses for the year ended June 30, 2013.

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 or not due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2013 and 2012, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2013 in accordance with accounting principles generally accepted in the United States of America.

Leone, McDonnell + Roberts
Professional Association

October 17, 2013
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 74,176	\$ 98,083
Certificates of deposit	79,330	79,089
Investments	183,992	174,274
Grants receivable	128,257	133,564
Prepaid expenses	9,830	6,160
Total current assets	<u>475,585</u>	<u>491,170</u>
PROPERTY		
Leasehold improvements	72,362	70,231
Furniture and equipment	51,575	40,175
Total	123,937	110,406
Less: accumulated depreciation	<u>(54,888)</u>	<u>(48,478)</u>
Property, net	<u>69,049</u>	<u>61,928</u>
Total assets	<u>\$ 544,634</u>	<u>\$ 553,098</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 3,034	\$ 6,647
Accrued expenses	6,382	1,874
Agency deposits	22,175	22,172
Refundable advances	98,326	72,428
Total current liabilities	<u>129,917</u>	<u>103,121</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	8,496	9,057
Undesignated	204,367	245,178
Permanently restricted - endowment	201,854	195,742
Total net assets	<u>414,717</u>	<u>449,977</u>
Total liabilities and net assets	<u>\$ 544,634</u>	<u>\$ 553,098</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013
WITH COMPARATIVE TOTALS FOR 2012**

	2013			2012 Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
REVENUE AND SUPPORT				
Grants		\$ 935,879		\$ 935,879
Donations	\$ 22,455		\$ 7,641	30,096
Agency rents	36,468			36,468
Investment income			4,940	4,940
Interest income	348			348
Net unrealized investment gain			6,304	6,304
Net realized investment gain			4,495	4,495
Net assets released from restrictions	949,002	(935,879)	(13,123)	2,171
Total revenues, support and net assets released from restrictions	1,008,273		10,257	1,018,530
EXPENSES				
Program services	861,031			861,031
Management and general	188,614		4,145	192,759
Total expenses	1,049,645		4,145	1,053,790
(DECREASE) INCREASE IN NET ASSETS	(41,372)		6,112	(35,260)
NET ASSETS - BEGINNING OF YEAR	254,235		195,742	449,977
NET ASSETS - END OF YEAR	\$ 212,863	\$	\$ 201,854	\$ 414,717

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	\$ (35,260)	\$ 6,621
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(6,304)	(456)
Depreciation	6,410	4,215
(Increase) decrease in assets		
Grants receivable	5,307	(46,987)
Prepaid expenses	(3,670)	1,286
Increase (decrease) in liabilities		
Accounts payable	(3,613)	548
Accrued expenses	4,508	982
Agency deposits	3	5
Refundable advances	25,898	(9,846)
NET CASH USED IN OPERATING ACTIVITIES	<u>(6,721)</u>	<u>(43,632)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(13,531)	(15,962)
Proceeds from sale of investments		77,339
Purchase of investments and certificates of deposit	(3,655)	(11,170)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(17,186)</u>	<u>50,207</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	<u>(23,907)</u>	<u>6,575</u>
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>98,083</u>	<u>91,508</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 74,176</u>	<u>\$ 98,083</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
WITH COMPARATIVE TOTALS FOR 2012**

	2013			2012
	Program Services	Management and General	Total	Total
<i>Personnel Costs</i>				
Salaries and wages	\$ 481,211	\$ 143,823	\$ 625,034	\$ 596,635
Payroll taxes	37,651	11,997	49,648	44,197
Employee benefits	41,265	24,388	65,653	84,175
Contractors and consultants	99,300		99,300	97,814
Program activities	37,923		37,923	50,335
Program travel	31,387	120	31,507	21,176
Heat and utilities	20,394		20,394	21,882
Maintenance and inspections	18,791		18,791	7,677
Training	18,403		18,403	7,629
Food and supplies	12,280	917	13,197	20,642
Conferences and meetings	12,274	96	12,370	11,354
Telephone, internet, fax and cable	10,341	1,493	11,834	10,606
Accounting fees		8,800	8,800	13,285
Depreciation	6,410		6,410	4,215
Printing	5,752	618	6,370	5,265
Liability insurance	6,300		6,300	5,499
Rent	6,000		6,000	1,400
Bank charges	4,502	383	4,885	2,816
Cleaning	2,892		2,892	4,458
Small equipment	2,481		2,481	
Program materials	2,315		2,315	113
Postage and shipping	1,248	124	1,372	2,137
Property insurance	1,168		1,168	884
Advertising and promotion	739		739	543
Technology	4		4	2,976
Other				1,800
Total	<u>\$ 861,031</u>	<u>\$ 192,759</u>	<u>\$ 1,053,790</u>	<u>\$ 1,019,513</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that empowers and educates children and families so that can overcome obstacles to healthy family development while providing access to social and educational services to underserved North Country populations. Primary programs include:

home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

afterschool programs that supports the academic, social and emotional developmental of students in grades K-8; and,

an IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to a continuum of the population with a focus on maximizing income tax refunds and earned income tax credits for all individuals entitled to claim such credits.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Board designated unrestricted net assets consist of cash and cash equivalents which are to be used only with a specific vote of the board.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Resource Center. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of

their disposition, the Resource Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Resource Center reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Resource Center. Generally, the donors of these assets permit the Resource Center to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2013 and 2012, the Resource Center has unrestricted and permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Resource Center records *donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.*

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2009.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of \$10 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2013 and 2012 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Subsequent Events

Subsequent events have been evaluated through October 17, 2013, which is the date that the financial statements were available to be issued.

Prior Year's Information

The financial statements include certain prior year summarized comparative information in total but not by function. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Resource Center's financial statements for the year ended June 30, 2012, from which the summarized information was derived.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2013 and 2012, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2013 and 2012.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. **DEMAND NOTE PAYABLE**

In April 2013 the Resource Center entered into a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$75,000 and is collateralized by the certificate of deposit held at the same bank. The revolving line of credit, and the certificate of deposit, both renew every six months. At June 30, 2013 the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.15% and no amount was outstanding.

3. **AGENCY DEPOSITS**

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2013 and 2012 were \$22,175 and \$22,172, respectively.

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2013 and 2012 totaled \$98,326 and \$72,428, respectively.

5. **CONCENTRATION OF CREDIT RISK - CASH**

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2013. At June 30, 2012 non-interest bearing accounts were fully insured and interest bearing accounts were insured up to \$250,000. The Resource Center

has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2013 and 2012 there were no cash balances in excess of FDIC coverage.

6. UNRESTRICTED NET ASSETS - DESIGNATED

By vote of the Board of Directors designated long term building maintenance was \$8,496 and \$9,057 at June 30, 2013 and 2012, respectively.

7. INVESTMENTS

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2013 and 2012 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	Excess (Deficiency) of Market Over <u>Cost</u>	<u>Investment Income</u>
2013	Bank of America	\$165,970	\$183,992	\$18,022	\$4,940
2012	Bank of America	\$162,556	\$174,274	\$11,718	\$4,581

8. PERMANENTLY RESTRICTED NET ASSETS

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. During 2013 the Resource Center began taking allowable distributions from the fund. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2013 and 2012 the endowment was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2013 and 2012 was as follows:

	Balances as of <u>June 30, 2012</u>	Activity for the Year Ended <u>June 30, 2013</u>	Balances as of <u>June 30, 2013</u>
Permanent gifts	\$168,168	\$ 7,641	\$175,809
Investment earnings	20,694	4,940	25,634
Realized gain	3,301	4,495	7,796
Transfer to unrestricted		(13,123)	(13,123)
Investment expense	(8,139)	(4,145)	(12,284)
Unrealized gain	<u>11,718</u>	<u>6,304</u>	<u>18,022</u>
	<u>\$195,742</u>	<u>\$ 6,112</u>	<u>\$201,854</u>

	Balances as of <u>June 30, 2011</u>	Activity for the Year Ended <u>June 30, 2012</u>	Balances as of <u>June 30, 2012</u>
Permanent gifts	\$160,179	\$ 7,989	\$168,168
Investment earnings	16,113	4,581	20,694
Realized gain	1,130	2,171	3,301
Investment expense	(5,541)	(2,598)	(8,139)
Unrealized gain	<u>11,262</u>	<u>456</u>	<u>11,718</u>
	<u>\$183,143</u>	<u>\$ 12,599</u>	<u>\$195,742</u>

9. UNBILLED SERVICES

A delay by the State of New Hampshire's Department of Health and Human Services (DHHS) in approving, before July 1, 2012, the final contract documents for four grants awarded to the Resource Center resulted in no billings under these grants for the first quarter of the year ended June 30, 2013. For the four grants impacted, it amounted to approximately \$72,000 of unbilled services. Unlike prior years when such contract delays occurred, for this fiscal year DHHS prohibited retroactive billing for services provided.

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2012 AND 2011
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

JUNE 30, 2012

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**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • PEMBROKE
STRATHAM

To the Members of the Board of Directors Family
Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Family Resource Center at Gorham, (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of cash flows for the years then ended and the related statements of activities and functional expenses for the year ended June 30, 2012. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. The prior year summarized comparative information has been derived from the Organization's 2011 financial statements and, in our report dated October 17, 2011, we expressed an unqualified opinion on those financial statements.

We conducted our audits in accordance with auditing standards that are 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 of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and cash flows of the Family Resource Center at Gorham, as of and for the years ended June 30, 2012 and 2011, and the changes in its net assets, and functional expenses for the year ended June 30, 2012, in conformity with accounting principles generally accepted in the United States of America.

Leone, McDonnell & Roberts
Professional Association

October 11, 2012
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 98,083	\$ 91,508
Certificates of deposit	79,089	156,428
Investments	174,274	162,648
Grants receivable	133,564	86,577
Prepaid expenses	6,160	7,446
Total current assets	<u>491,170</u>	<u>504,607</u>
PROPERTY		
Leasehold improvements	70,231	60,496
Furniture and equipment	40,175	33,948
Total	110,406	94,444
Less: accumulated depreciation	<u>(48,478)</u>	<u>(44,263)</u>
Property, net	<u>61,928</u>	<u>50,181</u>
Total assets	<u>\$ 553,098</u>	<u>\$ 554,788</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 6,647	\$ 6,099
Accrued expenses	1,874	892
Agency deposits	22,172	22,167
Refundable advances	72,428	82,274
Total current liabilities	<u>103,121</u>	<u>111,432</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	9,057	6,643
Undesignated	245,178	253,570
Permanently restricted - endowment	195,742	183,143
Total net assets	<u>449,977</u>	<u>443,356</u>
Total liabilities and net assets	<u>\$ 553,098</u>	<u>\$ 554,788</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTALS FOR 2011**

	2012			2011 Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
REVENUE AND SUPPORT				
Grants		\$ 936,227		\$ 936,227
Donations	\$ 37,284		\$ 7,989	45,273
Agency rents	36,450			36,450
Investment income			4,581	4,581
Interest income	976			976
Net unrealized investment gain			456	456
Net realized investment gain			2,171	2,171
Net assets released from restrictions	936,227	(936,227)		
Total revenues, support and net assets released from restrictions	1,010,937		15,197	1,026,134
EXPENSES				
Program services	856,387			856,387
Management and general	160,528		2,598	163,126
Total expenses	1,016,915		2,598	1,019,513
(DECREASE) INCREASE IN NET ASSETS	(5,978)		12,599	6,621
NET ASSETS - BEGINNING OF YEAR	260,213		183,143	443,356
NET ASSETS - END OF YEAR	\$ 254,235	\$	\$ 195,742	\$ 449,977

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 6,621	\$ 61,434
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(456)	(19,586)
Depreciation	4,215	2,978
(Increase) decrease in assets		
Grants receivable	(46,987)	(39,854)
Prepaid expenses	1,286	1,910
Increase (decrease) in liabilities		
Accounts payable	548	5,727
Accrued expenses	982	892
Agency deposits	5	11
Refundable advances	(9,846)	3,894
NET CASH (PROVIDED BY) USED IN OPERATING ACTIVITIES	<u>(43,632)</u>	<u>17,406</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(15,962)	(1,877)
Purchase of investments and certificates of deposit	(11,170)	(10,316)
Proceeds from sale of investments	77,339	15,488
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>50,207</u>	<u>3,295</u>
NET INCREASE IN CASH AND EQUIVALENTS	6,575	20,701
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>91,508</u>	<u>70,807</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 98,083</u>	<u>\$ 91,508</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTALS FOR 2011**

	2012			2011
	Program Services	Management and General	Total	Total
Personnel Costs				
Salaries and wages	\$ 486,686	\$ 109,949	\$ 596,635	\$ 532,385
Payroll taxes	35,786	8,411	44,197	41,533
Employee benefits	52,994	31,181	84,175	62,201
Contractors and consultants	97,814		97,814	93,810
Program activities	50,335		50,335	34,023
Heat and utilities	21,882		21,882	19,325
Program travel	21,176		21,176	26,675
Food and supplies	20,288	354	20,642	24,340
Accounting fees	1,934	11,351	13,285	7,409
Conferences and meetings	10,283	1,071	11,354	17,773
Telephone, internet, fax and cable	10,305	301	10,606	13,266
Maintenance and inspections	7,677		7,677	6,190
Training	7,629	.	7,629	1,344
Liability insurance	5,363	136	5,499	6,243
Printing	5,259	6	5,265	5,333
Cleaning	4,458		4,458	6,211
Depreciation	4,215		4,215	2,978
Technology	2,976		2,976	3,500
Office supplies and expenses	2,450	366	2,816	6,896
Postage and shipping	2,137		2,137	1,653
Rent	1,400		1,400	1,500
Property insurance	884		884	900
Advertising and promotion	543		543	450
Program materials	113		113	
Parking				250
Other	1,800		1,800	1,500
Total	<u>\$ 856,387</u>	<u>\$ 163,126</u>	<u>\$ 1,019,513</u>	<u>\$ 917,688</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2012 and 2011

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to promote and encourage community access to social, educational, medical, mental health and family related services through existing programs developed in response to identified community needs. The Resource Center also supports collaborative projects involving different agencies that create opportunities for improving and strengthening the community as a whole.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) 958-205, *Not-for-Profit Entities – Presentation of Financial Statements*. Under ASC 958-205, the Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2012 and 2011 the Resource Center had no temporarily restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Resource Center records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fund raising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

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The Resource Center is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The IRS has determined the Resource Center to be other than a private foundation. The Resource Center has no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

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The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Agency in turn sublets space in the facility to other non-profit and community agencies at an average rate of \$10 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

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Grants receivable from various public and other nonprofit organizations at June 30, 2012 and 2011 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

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Reclassifications

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC

820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2012 and 2011, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2012 and 2011.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. AGENCY DEPOSITS

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2012 and 2011 were \$22,172 and \$22,167, respectively.

3. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2012 and 2011 totaled \$72,428 and \$82,274, respectively.

4. **UNRESTRICTED NET ASSETS**

Long term building maintenance that has been designated by vote of the Board of Directors was \$9,057 and \$6,643 at June 30, 2012 and 2011, respectively.

5. **INVESTMENTS**

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and loss (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2012 and 2011 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	Excess (Deficiency) of Market Over <u>Cost</u>	<u>Investment Income</u>
2012	Bank of America	\$162,556	\$174,274	\$11,718	\$4,581
2011	Bank of America	\$151,385	\$162,648	\$11,263	\$3,679

6. **PERMANENTLY RESTRICTED NET ASSETS**

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars and then to use the investment earnings thereafter to support the operations of the center. Fund activity was as follows:

	Balances as of <u>June 30, 2011</u>	Activity for the Year Ended <u>June 30, 2012</u>	Balances as of <u>June 30, 2012</u>
Permanent gifts	\$160,179	\$ 7,989	\$168,168
Investment earnings	16,113	4,581	20,694
Realized (loss) gain	1,130	2,171	3,301
Investment expense	(5,541)	(2,598)	(8,139)
Unrealized (loss) gain	<u>11,262</u>	<u>456</u>	<u>11,718</u>
	<u>\$183,143</u>	<u>\$ 12,599</u>	<u>\$195,742</u>

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2012 AND 2011
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 98,083	\$ 91,508
Certificates of deposit	79,089	156,428
Investments	174,274	162,648
Grants receivable	133,564	86,577
Prepaid expenses	6,160	7,446
	<u>491,170</u>	<u>504,607</u>
PROPERTY		
Leasehold improvements	70,231	60,496
Furniture and equipment	40,175	33,948
	<u>110,406</u>	<u>94,444</u>
Less: accumulated depreciation	<u>(48,478)</u>	<u>(44,263)</u>
Property, net	<u>61,928</u>	<u>50,181</u>
Total assets	<u>\$ 553,098</u>	<u>\$ 554,788</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 6,647	\$ 6,099
Accrued expenses	1,874	892
Agency deposits	22,172	22,167
Refundable advances	72,428	82,274
	<u>103,121</u>	<u>111,432</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	9,057	6,643
Undesignated	245,178	253,570
Permanently restricted - endowment	195,742	183,143
	<u>449,977</u>	<u>443,356</u>
Total net assets	<u>\$ 553,098</u>	<u>\$ 554,788</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR 2011

	2012			2011 Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
REVENUE AND SUPPORT				
Grants		\$ 936,227		\$ 891,761
Donations	\$ 37,284		\$ 7,989	29,962
Agency rents	36,450			26,666
Investment income			4,581	3,679
Interest income	976			1,933
Net unrealized investment gain			456	19,586
Net realized investment gain			2,171	5,535
Net assets released from restrictions	936,227	(936,227)		
 Total revenues, support and net assets released from restrictions	 1,010,937		 15,197	 979,122
EXPENSES				
Program services	856,387			769,387
Management and general	160,528		2,598	148,301
 Total expenses	 1,016,915		 2,598	 917,688
 (DECREASE) INCREASE IN NET ASSETS	 (5,978)		 12,599	 61,434
 NET ASSETS - BEGINNING OF YEAR	 260,213		 183,143	 381,922
 NET ASSETS - END OF YEAR	 \$ 254,235	 \$	 \$ 195,742	 \$ 443,356

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 6,621	\$ 61,434
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(456)	(19,586)
Depreciation	4,215	2,978
(Increase) decrease in assets		
Grants receivable	(46,987)	(39,854)
Prepaid expenses	1,286	1,910
Increase (decrease) in liabilities		
Accounts payable	548	5,727
Accrued expenses	982	892
Agency deposits	5	11
Refundable advances	(9,846)	3,894
NET CASH (PROVIDED BY) USED IN OPERATING ACTIVITIES	<u>(43,632)</u>	<u>17,406</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(15,962)	(1,877)
Purchase of investments and certificates of deposit	(11,170)	(10,316)
Proceeds from sale of investments	77,339	15,488
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>50,207</u>	<u>3,295</u>
NET INCREASE IN CASH AND EQUIVALENTS	6,575	20,701
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>91,508</u>	<u>70,807</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 98,083</u>	<u>\$ 91,508</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR 2011

	2012			2011
	Program Services	Management and General	Total	Total
Personnel Costs				
Salaries and wages	\$ 486,686	\$ 109,949	\$ 596,635	\$ 532,385
Payroll taxes	35,786	8,411	44,197	41,533
Employee benefits	52,994	31,181	84,175	62,201
Contractors and consultants	97,814		97,814	93,810
Program activities	50,335		50,335	34,023
Heat and utilities	21,882		21,882	19,325
Program travel	21,176		21,176	26,675
Food and supplies	20,288	354	20,642	24,340
Accounting fees	1,934	11,351	13,285	7,409
Conferences and meetings	10,283	1,071	11,354	17,773
Telephone, internet, fax and cable	10,305	301	10,606	13,266
Maintenance and inspections	7,677		7,677	6,190
Training	7,629	.	7,629	1,344
Liability insurance	5,363	136	5,499	6,243
Printing	5,259	6	5,265	5,333
Cleaning	4,458		4,458	6,211
Depreciation	4,215		4,215	2,978
Technology	2,976		2,976	3,500
Office supplies and expenses	2,450	366	2,816	6,896
Postage and shipping	2,137		2,137	1,653
Rent	1,400		1,400	1,500
Property insurance	884		884	900
Advertising and promotion	543		543	450
Program materials	113		113	
Parking				250
Other	1,800		1,800	1,500
Total	\$ 856,387	\$ 163,126	\$ 1,019,513	\$ 917,688

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2012 and 2011

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to promote and encourage community access to social, educational, medical, mental health and family related services through existing programs developed in response to identified community needs. The Resource Center also supports collaborative projects involving different agencies that create opportunities for improving and strengthening the community as a whole.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) 958-205, *Not-for-Profit Entities – Presentation of Financial Statements*. Under ASC 958-205, the Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2012 and 2011 the Resource Center had no temporarily restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Resource Center records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fund raising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

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	<u>\$183,143</u>	<u>\$ 12,599</u>	<u>\$195,742</u>



The Family Resource Center

123 Main Street
Gorham, NH 03581
603-466-5190

Satellite Offices in Lancaster, Littleton and Colebrook, NH

Judge James Michalik
Executive Director

www.frc123.org

Pattie Stolte	Vice President	2009
Katherine Baublis	President	2010
Andre Caron		2011
Gregory Scott		2011
Heidi Barker	Secretary	2013
Sharon Gauthier		2013
Kim Hoyt		2013
Nathan Morin	Treasurer	2013
Lucie Remillard		2013

Hon. James E. Michalik, Retired
Curriculum Vitae

Professional Experience

Executive Director, Family Resource Center
Gorham, New Hampshire 2010 – Present
Presiding Judge, Coos County Family Division
New Hampshire Judicial Branch 2006 - 2010
Special Justice, District Court
New Hampshire Judicial Branch 1999 - 2010
Practicing Attorney
Berlin, New Hampshire 1988 - Present
Law Clerk, Zuckert, Scoutt, Rasenberger & Johnson
Washington, D.C. 1986 - 1987
Legislative Assistant, Office of Congressman Martin A. Russo, (IL)
Washington, D.C. 1983 - 1986
Adjunct Instructor, White Mountains Community College
Berlin, New Hampshire 2002-2006
Adjunct Instructor, Granite State College f/k/a School for Life Long Learning
Berlin, New Hampshire 1997-2004
Adjunct Instructor, National Judicial College
Reno, Nevada 2009

Education

Doctor of Jurisprudence, 1987
The Catholic University of America - Columbus School of Law
Washington, D. C.
Bachelors Degree, 1982
DePaul University
Chicago, Illinois
Master's of Science Degree - Organizational Management and Leadership
Springfield College - School of Human Services
St. Johnsbury, Vermont (Anticipated Graduation – 2013)

Memberships

Member, United States Supreme Court Bar Association
Member, New Hampshire Bar Association
Member, National Council of Juvenile and Family Court Judges

Susan N. Watson

- OBJECTIVE:** To utilize my education and job experience to service youth and families.
- EDUCATION:** **BS Human Services/ Counseling**
May 1997
Lyndon State College
Lyndonville, Vermont
- CERTIFICATION:** **Center for Credentialing and Education, Inc.**
Sept 13, 2010-
Sept 30, 2015
Human Services Board Practitioner (HS-BCP)
- WORK EXPERIENCE:**
- Family Resource Center
June 2004- Present
Director Family Support Services
To manage home visiting programs and services to families at risk of abuse and neglect in Coos County. Responsibilities include managing and writing budgets, supervising staff, setting up and providing staff development and training, completing monthly, quarterly and yearly reports, statistics and attending state wide meetings with funders and service providers. Running and coordinating parenting workshops and a toddler play group.
- NFI Davenport School
Aug. 1999- June 2004
Assistant Program Director
To provided structure to 34 staff and 15 adjudicated youth in a residential school program. Responsibilities includes hiring employees, controlling a budget, petty cash, scheduling for 15 counselors, payroll, direct supervision of line staff, attending juvenile court hearings, providing individual and family counseling/mediation, working with DJJS/DCYF workers, food ordering, menu planning, and schedule weekly transportation to therapy for residents. Participate and facilitate weekly management, staff meeting, treatment team meetings, and on a rotational on call system.
- North Country Shelter
Dec. 1997- Aug. 1999
Family Service Worker
To provided support and information for families of adjudicated youth. Responsibilities include completing a family assessment, having weekly contact with each family, providing mediation, weekly contact with Juvenile Service Officers, 30 days of after care for each client and family, meeting with clients on a daily basis, completing placement summaries of the clients for court. Participate in the weekly management team meeting and on a rotational on call system

Summary of Qualifications:

- Organized and able to prioritize work
- Over 15 years of managerial experience
- Able to trouble shoot and problem solve
- Work well in a team environment
- Proficient in Microsoft Office Professional Programs

Professional Experience:

August 2002 – Present

Family Resource Center at Gorham - Office Manager

2002-2003

Family Resource Center at Gorham/AmeriCorps VISTA volunteer through TechLink NH
Computer lab coordinator

August 1998 – February 2002

KB Travel, Inc. - Travel Consultant

February 1997 – August 2002

The Croteau Agency, Inc.

Independent contractor selling personal and commercial -property/ casualty/ life and health insurance
as a licensed broker for the State of NH

September 1996 – February 1997

WXLQ/WMOU - Account Executive/Sales

October 1995 – June 1996

Fashion Bug - Assistant Manager

1977 – 1995

A.D. Davis, Inc./The Croteau Fiske Insurance Agency

Branch Supervisor/Sales/Customer Service Representative

Education:

1974 – 1977 Gorham High School

- High School Diploma

Trainings:

- 2010 – 2011 Leadership North Country – North of the Notches class
- February 23, 2010 Training workshop for grant writing
- 1977 – 2003 Attended various continuing education courses to maintain insurance licensing

Diane B. Falcey

Family Resource Center

Full Charge Bookkeeper

2013 - Present

Responsible for management of general ledger, accounts payable, accounts receivable for Medicaid and government grant billings

Grant and Medicaid billings; financial management and reporting

All phases of payroll preparation including quarterly payroll reporting, benefits, W2's and 1099's

Assist the Executive Director with formulation and budgetary control for 30 program budgets

Town of Jackson

Office Administrator

2009-2013

Financial: Post revenues, payables and process payroll for highway, police, fire, transfer station and library departments, retirement reporting, prepared and filed 1099 forms, reconcile bank statements; monitor monthly budgets, formulated annual budget, worked closely with town treasurer, trustees and auditors; responsible for completing MS-2, MS-4 and MS-6 forms; ensured adequacy of fire, casualty and liability insurance of town property including health and workers' compensation; maintained GSBE inventory of assets into computerized system; administered FEMA application and invoicing. Utilized QuickBooks for fund accounting.

Assessing: Assisted applicants and ensured completion for Selectmen's review with Current Use, Veteran's Credit, Elderly Exemptions, Intent to Cut Timber, Intent to Excavate Exemptions, Intent to Excavate and Abatement applications; Prepared LUCT, Report of Cut and Report of Excavation billings and Warrant; assisted public with property assessment inquiries, processed property ownership changes to computerized systems, completed MS-1 form, assisted Selectmen with property rate setting, prepared and printed tax warrant.

Management/Human Resource: Supervised and trained administrative assistant; supervised and administered daily operations of the town offices; updated and administered personnel policies and office procedures of the town; managed employee benefits and maintained personnel files and records; acts as liaison between Board of Selectmen and other boards, committees, commission and town officials.

Clerical: Record/ and or transcribe from recording devices Selectmen meeting minutes, answer phones, filing, mail, order supplies, maintain inventory of assets; responsible for compiling and printing Annual Town Reports; Notary Public.

Welfare: All phases of welfare administration, assisted applicants with other sources of aid, ensure applicants complied with conditions and made recommendations to Selectmen

Ordinances/Permits: working knowledge of ordinances and building permit process, assisted public with applications and questions, assisted Selectmen and Town Counsel with enforcement; administered and maintain the 911 street numbering System; implemented directives and policies of the Board of Selectmen.

Planning/ZBA: Assist public with information and application process, acts as liaison between Selectmen, Planning and ZBA Boards.

Property Management: Oversee cleaning and maintenance of town offices and equipment, obtain bids for fuel and building repairs, management of deeded properties and tax sales.

Elections: Prepares facility for elections and recruited ballot clerks and counters.

Property Management: Oversee cleaning and maintenance of town offices and equipment, obtain bids for fuel and building repairs, management of deeded properties and tax sales.

Elections: Prepares facility for elections and recruited ballot clerks and counters.

Committees: Safety, HAZ MAT and Emergency Operations

Cooper Cargill Chant, P.A.

Legal Secretary

2007-2009

Draft deeds; prepared title insurance and various documents for real estate closings; assisted attorneys with title issues and drafting estate planning documents; typed letters, responsible for opening and maintaining client files; client conflict verification, performed receptionist duties.

Town of Albany

Administrative Assistant

2002-2007

Financial: Post revenues, payables, process payroll, complete and file quarterly wage reports to federal and state agencies, prepare W2's and 1099 forms, reconcile bank statements; maintain monthly budget, formulated budgets for town meetings, worked closely with town treasurer, trustees and auditors; responsible for completing MS-2, MS-4 and MS-6; ensured adequacy of fire, casualty and liability insurance of town property including health and workers' compensation. Utilized QuickBooks for fund accounting.

Assessing: Assisted applicants and ensured completion for Selectmen's review with Current Use, Veteran's Credit, Elderly Exemptions, Intent to Cut Timber, Intent to excavate Exemptions, Intent to Excavate and Abatement applications; Prepared LUCT, Report of Cut and Report of Excavation billings and Warrant; assisted public with property assessment inquiries, processed property ownership changes to computerized systems, completed MS-1 and MS-4 forms, assisted with rate setting and, prepared and printed tax warrant.

Clerical: Record/ and or transcribe from recording devices Selectmen meeting minutes, answer phones, filing, mail, order supplies, maintain inventory of assets; responsible for compiling and printing Annual Town Reports; Notary Public.

Welfare: All phases of welfare administration, assisted applicants with other sources of aid, ensure applicants complied with conditions and made recommendations to Selectmen

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Property Management: Oversee cleaning and maintenance of town offices and equipment, obtain bids for fuel and building repairs, management of deeded properties and tax sales.

Elections: Prepares facility for elections and recruited ballot clerks and counters.

Helping Hands Chiropractic

Office Assistant

2000-2002

Responsible for medical billing and receivables, receptionist and booking appointments, assisted Chiropractor with patients and patient file maintenance

Town of Conway

Bookkeeper

1998-2000

Responsible for billing, accounts receivable and accounts payable functions for Town of Conway, Conway Police Department, Library, Recreation, Public Works and Solid Waste Facility.

Assist Finance Director with formulation of budgets and annual audits.

All phases of payroll preparation including quarterly payroll reports, benefits, NH Retirement System plan, W2's and 1099's for all town departments, mentioned above.

Responsible for Human Resource functions, working knowledge of union contracts and personnel manual, NH Retirement System reporting, health & dental insurance, life and short-term disability.

Inventory of town property and equipment.

Utilized BSMI accounting systems

Collection Clerk

Issued motor vehicle registrations; collected property taxes; issued birth and death certificates, marriage and dog licenses.

Promoted to Bookkeeping position.

Center of Hope, Inc.

Accountant Clerk

1986-1998

All phases of payroll preparation utilizing ADP payroll system.

Administration of agency benefits and liaison to over 200 employees; served as back up to Human Resource.

Responsible for billing Medicaid, a multi-million dollar accounts receivable budget for several non-profit agencies. Duties included monitoring and ensuring a steady cash flow of funds.

Ensured compliance with payroll and Medicaid audits, worked with agency certified public accountants, Federal and State Medicaid auditing agencies.

Monitored and maintained attendance data for program services provided by affiliated agencies. Developed tracking systems for Medicaid funded services and worked with statewide Medicaid group to ensure compliance with federal mandates.

Utilized Echo Accounts payable and GL systems.

Workshop Manager

1982-1985

Train and supervise developmentally disabled adults in light manufacturing contract work

Monitored quality of work and ensured production deadlines

Assist Contract Procurer in production time studies

Attend Individual Service Plan meetings

Assist Program Managers during lack of production work

Norm Frost Accounting Agency

Bookkeeper

1985-1995

Preparation and filing of payroll and sales tax.

Prepared and generated monthly financial expense and revenue reports for a variety of business accounts

Reconciled business checking accounts

Supervised and trained new bookkeepers

EDUCATION

Annual Local Government Center Trainings on Laws of Budgeting, Employment Laws and Welfare Administration

NH Department of Revenue annual trainings for Current Use, Veteran's Credit, Elderly Exemptions & Timber Laws

Worked towards a Business Degree through Granite State College

Completed a two year Paralegal Certificate Program from Granite State College

MVCTC – Adobe Photoshop Course

H&R Block Certificate Program for tax preparation

Lewiston High school - Diploma

Licenses & Certificates

Paralegal Certificate

Notary Public

Skills & Experiences

Proficiency with QuickBooks, Microsoft Word, Excel, Outlook, Avitar Assessing software, Avitar Building Permit Software; 911 Street numbering Software, NH Retirement System reporting, ADP Payroll system, BMSI Accounting and Tax Collection software, Echo A/P and A/R GL system, Practice Master and Title Insurance software

Proficiency with computers, calculator, modems, copiers, fax machines, phone systems, radio communications, printers and recording devices

Experiences include but not limited to: public relations and customer service; municipal accounting principles, budget preparation and management; municipal office administration; working knowledge of town ordinances, personnel policies, Labor and Welfare laws; benefit administration and personnel procedures; demonstrated qualities of efficiency, initiative, organization, confidentiality and interpersonal skills; proficiency with writing and oral communication skills

CONTRACTOR NAME

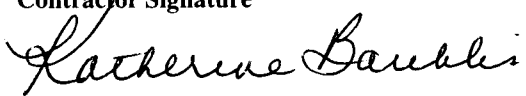
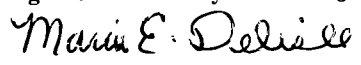
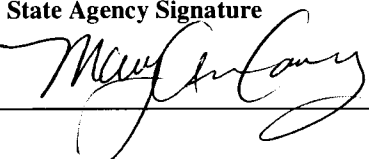
Key Personnel Berlin District Office

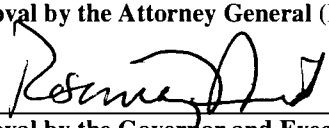
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
James Michalik	Executive Director	\$63,026.60	.057%	\$3,602.00
Marie Demers	Office Manager	\$38,620.40	.064%	\$ 2,483.00
Diane Falcey	Book Keeper	\$28,119.00	.13%	\$3,666.00
Sue Watson	Director Family Support Serv.	\$40,531.40	39%	\$15,923.00

Subject: Comprehensive Family Support Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name The Family Resource Center At Gorham		1.4 Contractor Address 123 Main Street Gorham NH 03581	
1.5 Contractor Phone Number (603) 466-5190	1.6 Account Number 05-095-042-421010- 29680000-102-5000734- 40130215 05-095-042-421010- 29730000-102-500734- 40130007 05-095-042-421010- 29660000-102-500734- 40130302 05-095-045-450010- 61460000-502-500891- 45030206 05-095-090-902010- 51900000-102-500731- 90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Katherine Baubli Interim Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coc</u> On <u>16th of May, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Marin E. Delisle - Notary exp. 9-18-2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cope Associate Commissioner	

1.16	Approval by the N.H. Department of Administration, Division of Personnel (if applicable)	
By:	Director, On:	
1.17	Approval by the Attorney General (Form, Substance and Execution)	
By:		On: 6-3-14
1.18	Approval by the Governor and Executive Council	
By:	On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or

assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services for the Division for Children, Youth and Families' Littleton District Office Catchment Area, at minimum, during the business hours of 8:00 a.m.-5:00 p.m., five (5) days per week, and is available evenings or weekends as needed:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Assist clients in making appointment and overcoming any transportation barriers;
 - 1.1.2.2 Provide clients with Medicaid sponsored brochures and information for enrollment and answer basic questions;
 - 1.1.2.3 Help clients apply for Medicaid online through NH Easy or fill out application forms during home visits;
 - 1.1.2.4 Help clients navigate and complete the required paperwork;
 - 1.1.2.5 Follow through to make sure all required documents are submitted;
 - 1.1.2.6 Follow up with clients as needed towards successful enrollment;
 - 1.1.2.7 Monitor client's status to make sure the health plan is up to date.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Help families identify and access quality preventive child care;
 - 1.1.3.1.1 Children who are in highly stressful situations, who are receiving poor or low quality care or whose parents are temporarily unable to care for them are given priority;
 - 1.1.3.1.2 Act as liaisons with local child care agencies to assist clients whose children are identified as needed preventative child care;
 - 1.1.3.1.3 Assist in providing all necessary documentation to coordinate scheduling and other logistics.
 - 1.1.3.2 Participate in community agency meeting to facilitate referrals and interaction with community resources;
 - 1.1.3.3 Continue to conduct outreach to local day care centers for direct linkages to raise awareness of the availability of services and benefits for infants and young children.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.4.1 Ensure that developmental screenings are provided as prescribed by Watch Me Grow from 2 month of age through 60 months using ASQ-3 and ASQ-SE;
- 1.1.4.2 Provide ASQ-SE for children that need to be more closely evaluated in the social and emotional areas;
- 1.1.4.3 Provide parents with activities to stimulate development of their infant or child when necessary;
- 1.1.4.4 Link families with early supports and services through Northern Human Services when a significant deficiency or probable developmental delay is revealed.
- 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Work closely with Birch House, the county wide domestic violence advocacy agency;
 - 1.1.5.2 Use the Relationship Assessment Tool for screening when there is suspected/or becomes aware of any evidence of domestic violence;
 - 1.1.5.3 Meet with client/parent outside their home, in a safe place of their choosing to discuss family issues;
 - 1.1.5.4 Provide brochures and other helpful information to client to raise client awareness and help identify/highlight the multiple underlying issues involved in domestic violence;
 - 1.1.5.5 Provide contact information, phone numbers, office addresses for resources including:
 - 1.1.5.5.1 Counseling;
 - 1.1.5.5.2 Intervention;
 - 1.1.5.5.3 Assistance with court-related issues and forms;
 - 1.1.5.5.4 Safe house placements.
 - 1.1.5.6 Work closely with Division for Children, Youth and Families. Law enforcement. And court personnel to provide additional assistance and support if needed.
- 1.1.6 Family centered early childhood programs; the Contractor will:
 - 1.1.6.1 Sponsor and/or collaborate in the following activities:
 - 1.1.6.1.1 "Toddler Time" on a weekly basis;
 - 1.1.6.1.2 "Cooking Matters" in partnership with the NH Food Bank offered periodically for low income families;
 - 1.1.6.1.3 Multi-session parenting course "Children In the Middle" offered in the coming year.
- 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Elicit and attend to parents' concerns;
 - 1.1.7.2 Maintain developmental history;
 - 1.1.7.3 Make informed observations of the child;
 - 1.1.7.4 Identify the presence of risk and protective factors;
 - 1.1.7.5 Periodically use screening tests;
 - 1.1.7.6 Document finding;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 1.1.7.7 Educate parent about motor, cognitive and social emotional skills;
- 1.1.7.8 Discuss common milestones and recognition of variance that occurs based on cultural norms and other circumstances;
- 1.1.7.9 Use the following evidence based curricula during home visits:
 - 1.1.7.9.1 Positive Parenting Program; and
 - 1.1.7.9.2 Growing Great Kids.
- 1.1.7.10 Help families receive child development education through support groups and educational opportunities through the Littleton Area Family Resource Center.
- 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:
 - 1.1.8.1 Work closely with the Early Supports Services team through Northern Human Services to insure all children receive assessment and intervention for a developmental delay as early as possible;
 - 1.1.8.2 Administer the ASQ or ASQ-SE;
 - 1.1.8.2.1 Refer children for further assessment if needed.
- 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Connect parents and families without a primary care provider to Ammonoosuc Community Health Services;
 - 1.1.9.2 Act as a liaison for children and families with the administrative and health care staff of the three clinics and/or private medical providers towards enrolling each child and family member with a primary care provider.
- 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Work collaboratively with families to help them identify strengths and skills;
 - 1.1.10.2 Use Positive Parenting Program and Growing Great Kids modeling and mentoring as a primary tool for building on a family's own strengths;
 - 1.1.10.3 Help families overcome barriers;
 - 1.1.10.4 Use role modeling techniques such as:
 - 1.1.10.4.1 How to change a baby's diaper;
 - 1.1.10.4.2 How to read or play with a child;
 - 1.1.10.4.3 How to create structure,
 - 1.1.10.4.4 Designing limits for a teenager;
 - 1.1.10.4.5 Consistency and developmentally appropriate discipline.
 - 1.1.10.5 Engage in role playing with parents on parenting skills, communication skills, child behavioral techniques and other positive interactions;
 - 1.1.10.6 Help families advocate for themselves with landlords, government agencies and the schools;
 - 1.1.10.7 Involve families in understanding both legislative and administrative changes that occur to family support programs at both State and Federal levels;
 - 1.1.10.8 Work closely with NH Children's Trust to promote and link clients with their advocacy projects.

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- 1.1.11 Home visiting services in accordance with Home Visiting NH 2012; the Contractor will:
 - 1.1.11.1 Ensure each referral will be entered into the Division of Children, Youth, and Families (DCYF) data base and screened for eligibility by the Supervisory Staff;
 - 1.1.11.2 Assign a home visitor to establish contact with the family and schedule a first home visit;
 - 1.1.11.2.1 Work with the family to complete an assessment;
 - 1.1.11.2.2 Document each family member's individual needs.
 - 1.1.11.3 Home visitors will identify:
 - 1.1.11.3.1 Connections to a Primary Care Physician (PCP) and dental care;
 - 1.1.11.3.2 The availability of health insurance coverage;
 - 1.1.11.3.3 Ongoing health care needs and/or illnesses;
 - 1.1.11.3.4 Social resource needs;
 - 1.1.11.3.5 Risk of domestic violence;
 - 1.1.11.3.6 Eligibility for the Women, Infants, and Children organization (WIC) and other benefits;
 - 1.1.11.3.7 Need for mental health care interventions;
 - 1.1.11.3.8 The presence of substance abuse;
 - 1.1.11.3.9 Child development stages;
 - 1.1.11.3.10 Need for parenting education; and
 - 1.1.11.3.11 The family's situation vis-a-vis common necessities such as food, clothing, heating fuel, etc.;
 - 1.1.11.4 Home visitors and families will create an Individualized Family Service Plan (IFSP) the IFSP will:
 - 1.1.11.4.1 Contain outlined goals for the following:
 - 1.1.11.4.1.1 Transition to a PCP/medical home;
 - 1.1.11.4.1.2 Oral healthcare;
 - 1.1.11.4.1.3 Family support services;
 - 1.1.11.4.1.4 Parenting education/counseling;
 - 1.1.11.4.1.5 Linkage to the Women, Infants, and Children organization (WIC);
 - 1.1.11.4.1.6 family planning;
 - 1.1.11.4.1.7 Early Support Services;
 - 1.1.11.4.1.8 Fuel assistance;
 - 1.1.11.4.1.9 Transportation;
 - 1.1.11.4.1.10 Housing or other needed services.
 - 1.1.11.4.2 IFSP's will rely upon 'Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents' regarding education and counseling topics for the family;
 - 1.1.11.4.3 IFSP's will be signed by the family in writing and will provide releases of confidentiality so critical information can be shared

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- with agency partners as needed. The identified health care goals of the IFSP will also be signed by the PCP;
- 1.1.11.5 The home visitors will support the client's work towards the goals and objectives of the IFSP;
 - 1.1.11.6 Correspondence, phone conferences, and the enlistment of collaborative partners from other agencies involved with the family, constitute the follow up activities supplemented by the home visits;
 - 1.1.11.6.1 Regular updates will be sought from other family support workers involved with the children and family (e.g., school nurses, guidance counselors, juvenile and/or DCYF case workers);
 - 1.1.11.7 Case and care management will continue as home visitors use the evidence based curriculum, Growing Great Kids, to focus on key objectives such as promotion of maternal/infant attachment, depression screenings & referrals, timely immunizations, establishment of a medical home and increased parental participation in literacy activities and,
 - 1.1.11.8 The Home Visiting NH (HVNH) 2012 Model for Young Families in New Hampshire will drive the number and duration of home and nursing visits.
 - 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Work with White Mountains Community Collect and Affordable Housing Education and Development of Littleton to provide the following services:
 - 1.1.12.1.1 Budgeting;
 - 1.1.12.1.2 Financial management;
 - 1.1.12.1.3 Job readiness; and
 - 1.1.12.1.4 Other programs designed to lead to self-sufficiency.
 - 1.1.12.2 Provide services and supports to families at risk for six (6)-twelve (12) months to address the family's immediate needs and reduce the risk of potential child abuse and/or neglect;
 - 1.1.12.3 Draft an Individual Family Service Plan to focus on building parenting competency with a goal of creating a safe, structured and functional home life.
 - 1.1.12.4 Guide their work by the protocols of the Division for Children, Youth and Families. The Mental Health Domestic Violence Protocols and Bright Futures.
 - 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Offer information on the following:
 - 1.1.13.1.1 Family planning;
 - 1.1.13.1.2 Stress relievers;
 - 1.1.13.1.3 Home and money management;
 - 1.1.13.1.4 Positive and effective child discipline;
 - 1.1.13.1.5 Anger management; and
 - 1.1.13.1.6 Other such topics to help parents better manage their lives on a day to day basis.

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- 1.1.13.2 Use calendars, schedules and other techniques to help parents appreciate and learn time management;
 - 1.1.13.3 Link parents to community resources and distribute resource guides to all enrolled families;
 - 1.1.13.4 Link families to educational and employment resources;
 - 1.1.13.5 Make an internal referral that will provide job readiness preparation under Applicant Background Investigation Drill program.
 - 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Establish daily, weekly and monthly routines to manage and structure household chores, such as dinner planning, shopping, cooking, cleaning, etc.;
 - 1.1.14.2 Assist with household budgeting and helping parents learn strategies to stretch household dollars, avoid predatory lenders and learn smart financial planning;
 - 1.1.14.3 Develop and maintain appropriate positive parenting strategies;
 - 1.1.14.4 Identify ways to manage the normal stressors which affect every family;
 - 1.1.14.5 Make referrals for parents and children to mental health, parenting support groups, the domestic violence program or other appropriate community support services;
 - 1.1.14.6 Assist parents in following through with referred services by reminding them of appointments via correspondence, phone calls and a calendar system;
 - 1.1.14.7 Advocate for administration of treatment plans; and,
 - 1.1.14.8 Assess the effect of the plan on the entire family, especially the children, to ensure that the whole family's needs are addressed.
 - 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Use the Growing Great Kids curricula;
 - 1.1.15.2 Advocate with parents for commitments to engage with their children through reading to them and other literacy exercises on a daily basis;
 - 1.1.15.3 Partner with community libraries to make their resources available to children and families in ways that are convenient to them.
 - 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule; the Contractor will:
 - 1.1.16.1 Support and assist clients to understand the value of the protocols and guidelines for well child visits, immunizations etc. as advocated by the American Academy of Pediatrics;
 - 1.1.16.2 Provide education on the following during prenatal and post-partum home visits:
 - 1.1.16.2.1 Medical education on pregnancy;
 - 1.1.16.2.2 Child birth;
 - 1.1.16.2.3 Nutrition,
 - 1.1.16.2.4 Child development milestones;

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- 1.1.16.2.5 Immunizations;
- 1.1.16.2.6 Maternal depression;
- 1.1.16.2.7 Shaken Baby Syndrome;
- 1.1.16.2.8 Smoking cessations;
- 1.1.16.2.9 Effects of substance abuse on adults and infants including Fetal Alcohol Syndrome and ramifications of having an infant born addicted to narcotics;
- 1.1.16.2.10 Breast feeding;
- 1.1.16.2.11 And general infant health and care.
- 1.1.16.3 Encourage clients to engage with their primary care provider or health care client for more intensive medical information when needed.
- 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Give all family members the Patient Health Questionnaire, a short depression screening;
 - 1.1.17.2 Use the Edinburgh Postnatal Depression Scale during home visits at two (2) week and six (6) weeks post-partum to identify maternal depression;
 - 1.1.17.3 Refer client to Northern Human Services or a private mental health care provider for further assessment and follow up services.
- 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Cover oral health education with clients during home visits;
 - 1.1.18.1.1 Provide dental kits periodically;
 - 1.1.18.1.2 Connect them to area dentist when dental services are needed.
 - 1.1.18.2 Refer families to the Molar Express.
- 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Provide information and support on family planning before a child is born;
 - 1.1.19.1.1 Connect family to a health care provider for family planning as soon as possible after birth.
 - 1.1.19.2 Work regularly with staff from other community organizations to provide such services as:
 - 1.1.19.2.1 WIC;
 - 1.1.19.2.2 Fuel assistance;
 - 1.1.19.2.3 Transportation;
 - 1.1.19.2.4 Housing.
 - 1.1.19.3 Seek additional financial support for primary prevention services that exist in Coos County that will be expanded to the Littleton District Office Catchment Area. These include:
 - 1.1.19.3.1 Toddler Time – A parent/child play time and parenting support group that meets weekly will be established for the Berlin DO catchment area. Parents and staff share information with each other and participate in education programs designed by the member parents.

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- 1.1.19.3.2 New Coats for Kids – new winter coats, snow pants, mittens and hats will be provided to families free of charge by the Family Resource Center at Gorham's collaboration with private funders;
- 1.1.19.3.3 Holiday Family Support – Holiday food and gift baskets, gifts and clothing will be distributed to dozens of families by the Family Resource Center at Gorham's collaboration with private funders and,
- 1.1.19.3.4 Operation School Supplies – school supplies for children in need will be provided by the Family Resource Center at Gorham in collaboration with private funders and New Hampshire Catholic Charities.
- 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Work with parents on child development by using evidence-based curricula from:
 - 1.1.20.1.1 Positive Parenting Program; and
 - 1.1.20.1.2 Growing Great Kids.
 - 1.1.20.2 Provide parents with materials and other developmental descriptions and handouts;
 - 1.1.20.3 Provide appropriate learning tools, materials and games to strengthen the level of parent/child attachment;
 - 1.1.20.4 Complete a household safety checklist and create plans to address any deficiencies.
- 1.1.21 Growing Great Kids curriculum; the Contractor will:
 - 1.1.21.1 Ensure that staff is trained in the Growing Great Kids curriculum.
- 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Provide health educations on the danger of tobacco products including but not limited to direct use, second hand smoke, effects on children. etc.;
 - 1.1.22.2 Refer clients to NH Quit Works and the client's primary care provider for additional supports;
 - 1.1.22.2.1 Follow up with the clients on their progress through the program.
- 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Provide health education on the danger of abusing alcohol and/or other substances, including but not limited to all of the health risks associated with Fetal Alcohol Syndrome and giving birth to a narcotic addicted infant;
 - 1.1.23.2 Use the TWEAK (Tolerance Worried Eye-Opener Amnesia K(c)ut down) screening tool;
 - 1.1.23.3 Refer a client or household member that is abusing alcohol or other substances to mental health services, substance abuse services, and/or their primary care provider;
 - 1.1.23.4 Make appropriate and timely reports to law enforcement and/or Division for Children, Youth and Families as needed to prevent the creation of a potentially harmful or neglectful environment for the children and family;

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- 1.1.23.5 Continue to attend professional development trainings through other agencies to maintain their capacities in the areas of substance abuse services;
- 1.1.23.6 Offer information to families to reduce the client's and household member's emotional difficulties and dependency issues, such as:
 - 1.1.23.6.1 Stress reduction;
 - 1.1.23.6.2 Anger management;
 - 1.1.23.6.3 Problem solving; and
 - 1.1.23.6.4 The development of coping skills.
- 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Ensure staff have significant exposure to trainings, education and the development of their skills and knowledge based on the delivery of services to support victims;
 - 1.1.24.2 Continue to engage with resources available from sources such as:
 - 1.1.24.2.1 The Substance Abuse and Mental Health Services Administration;
 - 1.1.24.2.2 Co-Occurring Disorders; and
 - 1.1.24.2.3 Violence Study and the associated screening tool;
 - 1.1.24.2.4 Have the Family Resource Center's case worker for the North Country that is well positioned to connect the agency's military involved clients with services to address common trauma such as PTSD share resources and information to home visiting staff on a regular basis.
- 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Support clients not already enrolled in WIC in making appointments and overcoming barrier to attend intake appointments, including assisting in making transportation arrangements.
- 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Publish and circulate program brochures;
 - 1.2.2 Distribute press releases and news articles;
 - 1.2.3 Conduct semiannual meeting with the Division for Children, Youth and Families' staff to explain the program and the services available;
 - 1.2.4 Use social media and website presence to promote available program for children and families and educate the public on how to utilize services;
 - 1.2.5 Present regularly at various community forums including but not limited to:
 - 1.2.5.1 Consortiums;
 - 1.2.5.2 Church and civic groups;
 - 1.2.5.3 Municipal and community leadership forums;
 - 1.2.5.4 Law enforcement associations;
 - 1.2.5.5 The County's General Court Delegation and County Commissioners.
 - 1.2.6 Maintain relationships with Family and District Court systems, law enforcement and the school community;

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- 1.2.7 Maintain partnerships with other human service agencies and organizations;
 - 1.2.8 Conduct a targeted outreach campaign to include but not limited to:
 - 1.2.8.1 Public Events;
 - 1.2.8.2 Collaboration with Partners;
 - 1.2.8.3 Social and traditional media;
 - 1.2.8.4 Schools and Law Enforcement;
 - 1.2.8.5 Family and District Court Personnel.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Meet with clients a convenient locations in the community as requested or needed;
 - 1.3.2 Work with families on days and times that are most convenient including weekends, evening lunch times etc.;
 - 1.3.3 Institute a plan to improve father involvement, even when a mothers state that "the child's father isn't involved";
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Continue to attend the variety of human service agency collaborative meetings throughout the year;
 - 1.4.2 Conduct community outreach by speaking to and delivering newsletters, fact sheets and annual reports and/or Power Point before:
 - 1.4.2.1 Civic groups;
 - 1.4.2.2 City Council and Selectmen's meetings;
 - 1.4.2.3 School board meetings;
 - 1.4.2.4 Meetings with the Coos County Delegation to the General Court;
 - 1.4.2.5 Meeting with law enforcement associations;
 - 1.4.2.6 Meetings with District and Family Court Judges and Clerks.
 - 1.4.3 Continue to attend meeting of statewide organizations and coalitions;
 - 1.4.4 Maintain relationships with child care providers and resource and referral organizations;
 - 1.4.5 Participate on Spark NH committees;
 - 1.4.6 Work closely with and provide domestic violence referrals to Birch House;
 - 1.4.7 Work with NH Children's Trust around training, technical assistance, and client advocacy and recognition;
 - 1.4.8 Engage with the NH Employment Program and staff around client supports and attend wraparound meetings;
 - 1.4.9 Keep informed about the health care system, maintaining relationships with the medical community, coordinate to establish and maintain medical homes for clients, coordinate with and refer clients to WIC, NH Medicaid, mental health providers and substance abuse providers;

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- 1.4.10 Maintain and expand upon our relationships with and referring clients for basic needs, financial supports, transportation and other supports; and,
 - 1.4.11 Maintain relationships with funders including the NH DHHS, Granite United Way and nonprofit resources including the NH Center for Nonprofits;
 - 1.4.12 Participate and host "Lunch and Learns" with staff counterparts and partner agencies;
 - 1.4.13 Initiate a communications outreach campaign which entails the mailing of a letter and brochure and scheduling informational visits to all area:
 - 1.4.13.1 High schools;
 - 1.4.13.2 Hospitals;
 - 1.4.13.3 Health care clinics;
 - 1.4.13.4 Oral health mobile clinic;
 - 1.4.13.5 Area's mental health agency;
 - 1.4.13.6 Private health practitioners.
 - 1.5 Identifying additional resources and funding opportunities and reporting the results to the Division for Children, Youth and Families' Program Specialist monitoring the Comprehensive Family Support Services Program. The Contractor will:
 - 1.5.1 Actively pursue opportunities for identifying and gaining support for Family Programs from:
 - 1.5.1.1 Private foundations;
 - 1.5.1.2 Corporate foundations; and
 - 1.5.1.3 Other sources.
 - 1.5.2 Institute a series of projects that include:
 - 1.5.2.1 Increasing Medicaid billing via contractual relationships with NH's managed Medicaid companies for home visiting services;
 - 1.5.2.2 Continuation and expansion of contract relationships with statewide agencies for delivery of services to the North Country; the Family Resource Center at Gorham is a subcontractor with Harbor Homes, Inc. and Easter Seals of NH to provide support for homeless veterans and family support programming to military families; and,
 - 1.5.2.3 Continued outreach to foundations not previously familiar with the Family Resource Center at Gorham.
 - 1.5.3 Make an internal referral that will provide a fee based co-parenting and child development education service, utilizing an evidence based curriculum for court involved families that are not restrained by low income and can afford to purchase this service.
 - 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
 - 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale General assessment tool, the ASQ-3, and the ASQ-SE, for families experiencing conditions that include, but are not limited to:

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- 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided. The Contractor will:
- 1.9.1 Continue to administer participant satisfaction surveys as individual cases close; and
 - 1.9.2 Conduct an annual focus group to add value to ongoing efforts and evaluation program delivery and adherence to evidence based curricula. The focus group will include:
 - 1.9.2.1 Family members previously served;
 - 1.9.2.2 Sever members of the Board of Directors; and
 - 1.9.2.3 Agency leadership.
- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record will include but not be limited to:

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- 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
- 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
- 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
- 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
- 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.
- 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.

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- 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
- 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
- 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education
 - 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and

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- 1.17.3.2 Two years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 The Contractor has been granted a waiver from using the "Parents as Teachers" curriculum and has been approved to use the "Growing Great Kids" curriculum.
 - 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
 - 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
 - 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
 - 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
 - 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
 - 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



-
- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
 - 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
 - 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
 - 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
 - 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
 - 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
 - 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
 - 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
 - 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.
 - 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).

- 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
- 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
- 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and
 - 2.1.1.10 Community impact of the services provided;
 - 2.1.1.11 Family income, composed of earned income and child support receipts;
 - 2.1.1.12 Number of families employed or in training;
 - 2.1.1.13 Number of families reporting housing destabilization;
 - 2.1.1.14 Number of expectant women and children receiving WIC services.
 - 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;
 - 2.2.2 Describing the progress in achieving the stated outcomes;

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A**



- 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
- 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
- 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



Vendor: The Family Resource Center at Gorham (Littleton District Office Catchment Area)

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$71,404. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
- 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
- 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed. The Contractor will receive quarterly reports from DCYF.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.

**New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1**



7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

**License-Exempt Center
License Exempt Family Home**

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
Half Time Level = 16 to 30 hours per week
Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

RB
5/16/14

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Division for Children, Youth and Families

Form 2096
May 2009

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____

Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as
identified in the Family Service Plan.

☐ Full Time (31 or more hrs)☐ Half Time (16-30 hrs/week)☐ Part Time (1-15 hrs/week)**FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION**

Name of Family Resource and Support Agency	_____		
Address	_____		
Email Address	_____		
FRS Worker	_____	Telephone Number	_____



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhs.state.nh.us
 - 2.2 Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1 and Exhibit B-2.
 - 2.3 Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
 - 2.4 A final payment request shall be submitted no later than sixty days after the contact ends.



-
- 2.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
- 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: The Family Resource Center at Gorham

Budget Request for: Littleton DO

(Name of RFP)

Budget Period: FY 2015

Line Item	Total Program Cost			Contractor Share / Match			Funds		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 40,229.00	\$ 9,500.00	\$ 49,729.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ -	\$ 3,800.00
2. Employee Benefits	\$ 9,624.92	\$ 4,100.00	\$ 13,724.92	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 1,000.00
3. Consultants	\$ 1,000.00	-	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,470.73	\$ -	\$ 2,470.73	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 900.00
6. Travel	\$ 5,100.00	\$ -	\$ 5,100.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 3,000.00
7. Occupancy	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 72,032.35	\$ -	\$ 72,032.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRINTING	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 138,957.00	\$ 13,600.00	\$ 152,557.00	\$ 6,250.00	\$ -	\$ 6,250.00	\$ 6,250.00	\$ 132,707.00	\$ 138,957.00

Indirect As A Percent of Direct

9.8%

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham

Budget Request for: Littleton DO

Name of RFP)

Budget Period: FY 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 40,229.00	\$ 9,500.00	\$ 49,729.00	\$ 3,800.00	-	\$ 3,800.00	\$ 36,429.00	-	\$ 36,429.00
2. Employee Benefits	\$ 9,624.92	\$ 4,100.00	\$ 13,724.92	\$ 500.00	-	\$ 500.00	\$ 9,124.92	-	\$ 9,124.92
3. Consultants	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	\$ 2,470.73	-	\$ 2,470.73	\$ 450.00	-	\$ 450.00	\$ 2,020.73	-	\$ 2,020.73
6. Travel	\$ 5,100.00	-	\$ 5,100.00	\$ 1,500.00	-	\$ 1,500.00	\$ 3,600.00	-	\$ 3,600.00
7. Occupancy	\$ 2,800.00	-	\$ 2,800.00	-	-	-	\$ 2,800.00	-	\$ 2,800.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	\$ 1,200.00	-	\$ 1,200.00	-	-	-	\$ 1,200.00	-	\$ 1,200.00
Postage	\$ 200.00	-	\$ 200.00	-	-	-	\$ 200.00	-	\$ 200.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
Insurance	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	\$ 2,000.00	-	\$ 2,000.00	-	-	-	\$ 2,000.00	-	\$ 2,000.00
12. Subcontracts/Agreements	\$ 72,032.35	-	\$ 72,032.35	-	-	-	\$ 72,032.35	-	\$ 72,032.35
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
PRINTING	\$ 300.00	-	\$ 300.00	-	-	-	\$ 300.00	-	\$ 300.00
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
TOTAL	\$ 136,957.00	\$ 13,600.00	\$ 152,557.00	\$ 6,250.00	-	\$ 6,250.00	\$ 132,707.00	-	\$ 132,707.00

Indirect As A Percent of Direct

9.8%

(Name of AFP)

Budget Period: FY 2015

Contractor Initials LB
Date 5/16/14

Budget One Budget Period

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: The Family Resource Center at Gorham

Budget Request for: Littleton DO

(Name of RFP)

Budget Period: FY 2016

1. Total Salary/Wages	\$ 40,229.00	\$ 9,500.00	\$ 49,729.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 36,429.00	\$ 9,500.00	\$ 45,929.00
2. Employee Benefits	\$ 9,624.92	\$ 4,100.00	\$ 13,724.92	\$ 500.00	\$ -	\$ 500.00	\$ 9,124.92	\$ 4,100.00	\$ 13,224.92
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,470.73	\$ -	\$ 2,470.73	\$ 450.00	\$ -	\$ 450.00	\$ 2,020.73	\$ -	\$ 2,020.73
6. Travel	\$ 5,100.00	\$ -	\$ 5,100.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,600.00	\$ -	\$ 3,600.00
7. Occupancy	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Subscriptions	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 72,032.35	\$ -	\$ 72,032.35	\$ -	\$ -	\$ -	\$ 72,032.35	\$ -	\$ 72,032.35
13. Other (specific details mandatory):	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
PRINTING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 138,957.00	\$ 13,600.00	\$ 152,557.00	\$ 6,250.00	\$ -	\$ 6,250.00	\$ 132,707.00	\$ 13,600.00	\$ 146,307.00

9.8%

Indirect As A Percent of Direct

Contractor Initials

LB

Date

5/16/14

Budget One Budget Period



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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/16/14
Date

Katherine Baubli
Name:
Title: Interim Chair



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/16/14
Date

Lachene Baubie
Name:
Title: Interim Chair



CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/16/14
Date

Lacharue Baubli
Name:
Title: Interim Chair



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/16/14
Date

Lauren Baubli
Name:
Title: Interim Chair

Contractor Initials LB
Date 5/16/14



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:

5/16/14
Date

Lacharaine Baubli
Name:
Title: Interim Chair



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. reach shall have the same meaning as the term reach in section 164.402 of Title 45, Code of Federal Regulations.
- b. Business Associate has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. Covered Entity has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. Designated Record Set shall have the same meaning as the term designated record set in 45 CFR Section 164.501.
- e. Data Aggregation shall have the same meaning as the term data aggregation in 45 CFR Section 164.501.
- f. Health Care Operations shall have the same meaning as the term health care operations in 45 CFR Section 164.501.
- g. HITECH Act means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. Individual shall have the same meaning as the term individual in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. Protected Health Information shall have the same meaning as the term protected health information in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. Required by Law shall have the same meaning as the term required by law in 45 CFR Section 164.103.
- m. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. Unsecured Protected Health Information means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(3) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

LB



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.

3/2014

Contractor Initials

KB

Date 5/16/14



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.

NH DHHS
The State

Mary Ann Conway
Signature of Authorized Representative

Mary Ann Conway
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5/28/14
Date

Family Resource Center at Gorham
Name of the Contractor

Katherine Baublis
Signature of Authorized Representative

Katherine Baublis
Name of Authorized Representative

Interim Chair
Title of Authorized Representative

5/16/14
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:

5/16/14
Date

Katherine Laubaki
Name:
Title: Interim Chair



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 019150817
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire nonprofit corporation formed April 3, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 9th day of April A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Heidi Barker, of The Family Resource Center at Gorham, do hereby certify that:

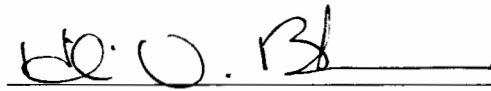
1. I am the duly elected Secretary of the Family Resource Center at Gorham Board of Directors
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 20, 2014

RESOLVED: That this corporation enters into a contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Children Youth and Families.

RESOLVED: That the Interim Chair of the Family Resource Center at Gorham Board of Directors is hereby authorized on behalf of this corporation to enter into 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. Katherine Baublis is the duly elected Interim Chair of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 20, 2014

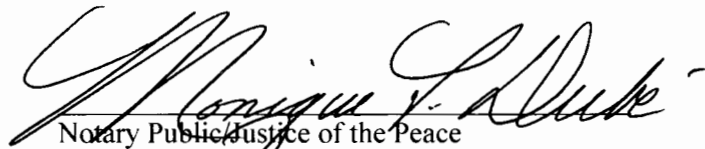
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 20th day of May, 2014.


Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

The foregoing instrument was acknowledged before me this 20th day of May, 2014 by Heidi Barker

Monique F. Dube
Notary Public &
Justice of the Peace
State of New Hampshire
My Commission Expires
July 14, 2015


Notary Public/Justice of the Peace
My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com	
INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2014-15

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			MAC3793560-08	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			MAC3793560-08	5/10/2014	5/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

DHHS
Contracts and Procurement Unit
129 Pleasant Street
Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Kenneally/FAIRLE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-SCL PO Box 406 Portland, ME 04112-0406	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800 723-2873	FAX (A/C, No): 603-625-1100
INSURED The Family Resource Center 123 Main Street Gorham, NH 03581-0225	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Cas. Co. of	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6KUB9866L683	01/01/2014	01/01/2015	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

DHHS, Contracts and Procurement
Unit,
129 Pleasant Street
Concord, NH 03301

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

E. Smith

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Mission

To build healthier families and stronger communities through positive relationships, programs and collaboration in the North Country.

We do this by:

- focusing on three fundamental concepts that help form the foundation of a healthy community;
 - supporting the needs of children and families, especially those impacted by economic challenges;
 - connecting children and families to the healthcare and human service systems;
 - providing support to parents with in-home counseling and education programs to foster stronger family relationships;
 - sponsoring activities and programming that reach the full generational continuum of our community;
 - hosting Toddler Time for parents with children age 0 to 3 years;
 - providing Afterschool Programming for grades K-8; and
 - promoting activities benefiting the disabled and senior citizen.
-

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2013 AND 2012
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

JUNE 30, 2013

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • PEMBROKE
STRATHAM

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Family Resource Center at Gorham, (a nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related cash flows, and notes to financial statements for the years then ended, and the related statement of activities and statement of functional expenses for the year ended June 30, 2013.

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 or not due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2013 and 2012, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2013 in accordance with accounting principles generally accepted in the United States of America.

Leone, McDonnell + Roberts
Professional Association

October 17, 2013
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 74,176	\$ 98,083
Certificates of deposit	79,330	79,089
Investments	183,992	174,274
Grants receivable	128,257	133,564
Prepaid expenses	9,830	6,160
Total current assets	<u>475,585</u>	<u>491,170</u>
PROPERTY		
Leasehold improvements	72,362	70,231
Furniture and equipment	51,575	40,175
Total	123,937	110,406
Less: accumulated depreciation	<u>(54,888)</u>	<u>(48,478)</u>
Property, net	<u>69,049</u>	<u>61,928</u>
Total assets	<u>\$ 544,634</u>	<u>\$ 553,098</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 3,034	\$ 6,647
Accrued expenses	6,382	1,874
Agency deposits	22,175	22,172
Refundable advances	98,326	72,428
Total current liabilities	<u>129,917</u>	<u>103,121</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	8,496	9,057
Undesignated	204,367	245,178
Permanently restricted - endowment	201,854	195,742
Total net assets	<u>414,717</u>	<u>449,977</u>
Total liabilities and net assets	<u>\$ 544,634</u>	<u>\$ 553,098</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013
WITH COMPARATIVE TOTALS FOR 2012**

	2013			2012
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUE AND SUPPORT				Total
Grants		\$ 935,879		\$ 935,879
Donations	\$ 22,455		\$ 7,641	\$ 30,096
Agency rents	36,468			36,468
Investment income			4,940	4,940
Interest income	348			348
Net unrealized investment gain			6,304	6,304
Net realized investment gain			4,495	4,495
Net assets released from restrictions	949,002	(935,879)	(13,123)	
Total revenues, support and net assets released from restrictions	1,008,273		10,257	1,018,530
EXPENSES				
Program services	861,031			861,031
Management and general	188,614		4,145	192,759
Total expenses	1,049,645		4,145	1,053,790
(DECREASE) INCREASE IN NET ASSETS	(41,372)		6,112	(35,260)
NET ASSETS - BEGINNING OF YEAR	254,235		195,742	449,977
NET ASSETS - END OF YEAR	\$ 212,863	\$	\$ 201,854	\$ 414,717

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	\$ (35,260)	\$ 6,621
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(6,304)	(456)
Depreciation	6,410	4,215
(Increase) decrease in assets		
Grants receivable	5,307	(46,987)
Prepaid expenses	(3,670)	1,286
Increase (decrease) in liabilities		
Accounts payable	(3,613)	548
Accrued expenses	4,508	982
Agency deposits	3	5
Refundable advances	25,898	(9,846)
NET CASH USED IN OPERATING ACTIVITIES	<u>(6,721)</u>	<u>(43,632)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(13,531)	(15,962)
Proceeds from sale of investments		77,339
Purchase of investments and certificates of deposit	<u>(3,655)</u>	<u>(11,170)</u>
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	<u>(17,186)</u>	<u>50,207</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	<u>(23,907)</u>	<u>6,575</u>
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>98,083</u>	<u>91,508</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 74,176</u>	<u>\$ 98,083</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
WITH COMPARATIVE TOTALS FOR 2012**

	2013			2012
	Program Services	Management and General	Total	Total
<i>Personnel Costs</i>				
Salaries and wages	\$ 481,211	\$ 143,823	\$ 625,034	\$ 596,635
Payroll taxes	37,651	11,997	49,648	44,197
Employee benefits	41,265	24,388	65,653	84,175
Contractors and consultants	99,300		99,300	97,814
Program activities	37,923		37,923	50,335
Program travel	31,387	120	31,507	21,176
Heat and utilities	20,394		20,394	21,882
Maintenance and inspections	18,791		18,791	7,677
Training	18,403		18,403	7,629
Food and supplies	12,280	917	13,197	20,642
Conferences and meetings	12,274	96	12,370	11,354
Telephone, internet, fax and cable	10,341	1,493	11,834	10,606
Accounting fees		8,800	8,800	13,285
Depreciation	6,410		6,410	4,215
Printing	5,752	618	6,370	5,265
Liability insurance	6,300		6,300	5,499
Rent	6,000		6,000	1,400
Bank charges	4,502	383	4,885	2,816
Cleaning	2,892		2,892	4,458
Small equipment	2,481		2,481	
Program materials	2,315		2,315	113
Postage and shipping	1,248	124	1,372	2,137
Property insurance	1,168		1,168	884
Advertising and promotion	739		739	543
Technology	4		4	2,976
Other				1,800
Total	<u>\$ 861,031</u>	<u>\$ 192,759</u>	<u>\$ 1,053,790</u>	<u>\$ 1,019,513</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that empowers and educates children and families so that can overcome obstacles to healthy family development while providing access to social and educational services to underserved North Country populations. Primary programs include:

home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

afterschool programs that supports the academic, social and emotional developmental of students in grades K-8; and,

an IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to a continuum of the population with a focus on maximizing income tax refunds and earned income tax credits for all individuals entitled to claim such credits.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Board designated unrestricted net assets consist of cash and cash equivalents which are to be used only with a specific vote of the board.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Resource Center. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of

their disposition, the Resource Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Resource Center reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Resource Center. Generally, the donors of these assets permit the Resource Center to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2013 and 2012, the Resource Center has unrestricted and permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Resource Center records *donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.*

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2009.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of \$10 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2013 and 2012 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Subsequent Events

Subsequent events have been evaluated through October 17, 2013, which is the date that the financial statements were available to be issued.

Prior Year's Information

The financial statements include certain prior year summarized comparative information in total but not by function. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Resource Center's financial statements for the year ended June 30, 2012, from which the summarized information was derived.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2013 and 2012, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2013 and 2012.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. **DEMAND NOTE PAYABLE**

In April 2013 the Resource Center entered into a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$75,000 and is collateralized by the certificate of deposit held at the same bank. The revolving line of credit, and the certificate of deposit, both renew every six months. At June 30, 2013 the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.15% and no amount was outstanding.

3. **AGENCY DEPOSITS**

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2013 and 2012 were \$22,175 and \$22,172, respectively.

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2013 and 2012 totaled \$98,326 and \$72,428, respectively.

5. **CONCENTRATION OF CREDIT RISK - CASH**

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2013. At June 30, 2012 non-interest bearing accounts were fully insured and interest bearing accounts were insured up to \$250,000. The Resource Center

has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2013 and 2012 there were no cash balances in excess of FDIC coverage.

6. UNRESTRICTED NET ASSETS - DESIGNATED

By vote of the Board of Directors designated long term building maintenance was \$8,496 and \$9,057 at June 30, 2013 and 2012, respectively.

7. INVESTMENTS

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2013 and 2012 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	Excess (Deficiency) of Market Over <u>Cost</u>	<u>Investment Income</u>
2013	Bank of America	\$165,970	\$183,992	\$18,022	\$4,940
2012	Bank of America	\$162,556	\$174,274	\$11,718	\$4,581

8. PERMANENTLY RESTRICTED NET ASSETS

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. During 2013 the Resource Center began taking allowable distributions from the fund. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2013 and 2012 the endowment was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2013 and 2012 was as follows:

	Balances as of <u>June 30, 2012</u>	Activity for the Year Ended <u>June 30, 2013</u>	Balances as of <u>June 30, 2013</u>
Permanent gifts	\$168,168	\$ 7,641	\$175,809
Investment earnings	20,694	4,940	25,634
Realized gain	3,301	4,495	7,796
Transfer to unrestricted		(13,123)	(13,123)
Investment expense	(8,139)	(4,145)	(12,284)
Unrealized gain	<u>11,718</u>	<u>6,304</u>	<u>18,022</u>
	<u>\$195,742</u>	<u>\$ 6,112</u>	<u>\$201,854</u>

	Balances as of <u>June 30, 2011</u>	Activity for the Year Ended <u>June 30, 2012</u>	Balances as of <u>June 30, 2012</u>
Permanent gifts	\$160,179	\$ 7,989	\$168,168
Investment earnings	16,113	4,581	20,694
Realized gain	1,130	2,171	3,301
Investment expense	(5,541)	(2,598)	(8,139)
Unrealized gain	<u>11,262</u>	<u>456</u>	<u>11,718</u>
	<u>\$183,143</u>	<u>\$ 12,599</u>	<u>\$195,742</u>

9. UNBILLED SERVICES

A delay by the State of New Hampshire's Department of Health and Human Services (DHHS) in approving, before July 1, 2012, the final contract documents for four grants awarded to the Resource Center resulted in no billings under these grants for the first quarter of the year ended June 30, 2013. For the four grants impacted, it amounted to approximately \$72,000 of unbilled services. Unlike prior years when such contract delays occurred, for this fiscal year DHHS prohibited retroactive billing for services provided.

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2012 AND 2011
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM

FINANGIAL STATEMENTS

JUNE 30, 2012

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**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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STRATHAM

To the Members of the Board of Directors Family
Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Family Resource Center at Gorham, (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of cash flows for the years then ended and the related statements of activities and functional expenses for the year ended June 30, 2012. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. The prior year summarized comparative information has been derived from the Organization's 2011 financial statements and, in our report dated October 17, 2011, we expressed an unqualified opinion on those financial statements.

We conducted our audits in accordance with auditing standards that are 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 of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position and cash flows of the Family Resource Center at Gorham, as of and for the years ended June 30, 2012 and 2011, and the changes in its net assets, and functional expenses for the year ended June 30, 2012, in conformity with accounting principles generally accepted in the United States of America.

Leone, McDonnell & Roberts
Professional Association

October 11, 2012
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 98,083	\$ 91,508
Certificates of deposit	79,089	156,428
Investments	174,274	162,648
Grants receivable	133,564	86,577
Prepaid expenses	6,160	7,446
	<u>491,170</u>	<u>504,607</u>
PROPERTY		
Leasehold improvements	70,231	60,496
Furniture and equipment	40,175	33,948
	<u>110,406</u>	<u>94,444</u>
Total	(48,478)	(44,263)
Less: accumulated depreciation		
	<u>61,928</u>	<u>50,181</u>
Property, net		
	<u>\$ 553,098</u>	<u>\$ 554,788</u>
Total assets		
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 6,647	\$ 6,099
Accrued expenses	1,874	892
Agency deposits	22,172	22,167
Refundable advances	72,428	82,274
	<u>103,121</u>	<u>111,432</u>
Total current liabilities		
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	9,057	6,643
Undesignated	245,178	253,570
Permanently restricted - endowment	195,742	183,143
	<u>449,977</u>	<u>443,356</u>
Total net assets		
	<u>\$ 553,098</u>	<u>\$ 554,788</u>
Total liabilities and net assets		

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTALS FOR 2011**

	2012			2011 Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
REVENUE AND SUPPORT				
Grants		\$ 936,227		\$ 891,761
Donations	\$ 37,284		\$ 7,989	29,962
Agency rents	36,450			26,666
Investment income			4,581	3,679
Interest income	976			1,933
Net unrealized investment gain			456	19,586
Net realized investment gain			2,171	5,535
Net assets released from restrictions	936,227	(936,227)		
Total revenues, support and net assets released from restrictions	1,010,937		15,197	979,122
EXPENSES				
Program services	856,387			769,387
Management and general	160,528		2,598	148,301
Total expenses	1,016,915		2,598	917,688
(DECREASE) INCREASE IN NET ASSETS	(5,978)		12,599	61,434
NET ASSETS - BEGINNING OF YEAR	260,213		183,143	381,922
NET ASSETS - END OF YEAR	<u>\$ 254,235</u>	<u>\$</u>	<u>\$ 195,742</u>	<u>\$ 443,356</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 6,621	\$ 61,434
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(456)	(19,586)
Depreciation	4,215	2,978
(Increase) decrease in assets		
Grants receivable	(46,987)	(39,854)
Prepaid expenses	1,286	1,910
Increase (decrease) in liabilities		
Accounts payable	548	5,727
Accrued expenses	982	892
Agency deposits	5	11
Refundable advances	(9,846)	3,894
NET CASH (PROVIDED BY) USED IN OPERATING ACTIVITIES	<u>(43,632)</u>	<u>17,406</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(15,962)	(1,877)
Purchase of investments and certificates of deposit	(11,170)	(10,316)
Proceeds from sale of investments	77,339	15,488
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>50,207</u>	<u>3,295</u>
NET INCREASE IN CASH AND EQUIVALENTS	6,575	20,701
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>91,508</u>	<u>70,807</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 98,083</u>	<u>\$ 91,508</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTALS FOR 2011**

	2012			2011
	Program Services	Management and General	Total	Total
Personnel Costs				
Salaries and wages	\$ 486,686	\$ 109,949	\$ 596,635	\$ 532,385
Payroll taxes	35,786	8,411	44,197	41,533
Employee benefits	52,994	31,181	84,175	62,201
Contractors and consultants	97,814		97,814	93,810
Program activities	50,335		50,335	34,023
Heat and utilities	21,882		21,882	19,325
Program travel	21,176		21,176	26,675
Food and supplies	20,288	354	20,642	24,340
Accounting fees	1,934	11,351	13,285	7,409
Conferences and meetings	10,283	1,071	11,354	17,773
Telephone, internet, fax and cable	10,305	301	10,606	13,266
Maintenance and inspections	7,677		7,677	6,190
Training	7,629	.	7,629	1,344
Liability insurance	5,363	136	5,499	6,243
Printing	5,259	6	5,265	5,333
Cleaning	4,458		4,458	6,211
Depreciation	4,215		4,215	2,978
Technology	2,976		2,976	3,500
Office supplies and expenses	2,450	366	2,816	6,896
Postage and shipping	2,137		2,137	1,653
Rent	1,400		1,400	1,500
Property insurance	884		884	900
Advertising and promotion	543		543	450
Program materials	113		113	
Parking				250
Other	1,800		1,800	1,500
Total	<u>\$ 856,387</u>	<u>\$ 163,126</u>	<u>\$ 1,019,513</u>	<u>\$ 917,688</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2012 and 2011

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to promote and encourage community access to social, educational, medical, mental health and family related services through existing programs developed in response to identified community needs. The Resource Center also supports collaborative projects involving different agencies that create opportunities for improving and strengthening the community as a whole.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) 958-205, *Not-for-Profit Entities – Presentation of Financial Statements*. Under ASC 958-205, the Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2012 and 2011 the Resource Center had no temporarily restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Resource Center records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fund raising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The IRS has determined the Resource Center to be other than a private foundation. The Resource Center has no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

The Resource Center files income tax returns in the United States and New Hampshire. The Resource Center is no longer subject to United States federal or state examinations by tax authorities for years ending before 2008.

ASC 740, *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions for purposes of implementation, and has concluded that no provision for income tax is required in the financial statements.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Agency in turn sublets space in the facility to other non-profit and community agencies at an average rate of \$10 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2012 and 2011 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Subsequent Events

Subsequent events have been evaluated through October 11, 2012, which is the date that the financial statements were available to be issued.

Prior Year's Information

The financial statements include certain prior year summarized comparative information in total but not by function. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Resource Center's financial statements for the year ended June 30, 2011, from which the summarized information was derived.

Reclassifications

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC

820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2012 and 2011, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2012 and 2011.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. AGENCY DEPOSITS

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2012 and 2011 were \$22,172 and \$22,167, respectively.

3. REFUNDABLE ADVANCES

Refundable advances from program grants and contract advances at June 30, 2012 and 2011 totaled \$72,428 and \$82,274, respectively.

4. UNRESTRICTED NET ASSETS

Long term building maintenance that has been designated by vote of the Board of Directors was \$9,057 and \$6,643 at June 30, 2012 and 2011, respectively.

5. INVESTMENTS

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and loss (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2012 and 2011 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	Excess (Deficiency) of Market Over <u>Cost</u>	<u>Investment Income</u>
2012	Bank of America	\$162,556	\$174,274	\$11,718	\$4,581
2011	Bank of America	\$151,385	\$162,648	\$11,263	\$3,679

6. PERMANENTLY RESTRICTED NET ASSETS

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars and then to use the investment earnings thereafter to support the operations of the center. Fund activity was as follows:

	Balances as of <u>June 30, 2011</u>	Activity for the Year Ended <u>June 30, 2012</u>	Balances as of <u>June 30, 2012</u>
Permanent gifts	\$160,179	\$ 7,989	\$168,168
Investment earnings	16,113	4,581	20,694
Realized (loss) gain	1,130	2,171	3,301
Investment expense	(5,541)	(2,598)	(8,139)
Unrealized (loss) gain	<u>11,262</u>	<u>456</u>	<u>11,718</u>
	<u>\$183,143</u>	<u>\$ 12,599</u>	<u>\$195,742</u>

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011
AND
INDEPENDENT AUDITORS' REPORT

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 98,083	\$ 91,508
Certificates of deposit	79,089	156,428
Investments	174,274	162,648
Grants receivable	133,564	86,577
Prepaid expenses	6,160	7,446
	<u>491,170</u>	<u>504,607</u>
PROPERTY		
Leasehold improvements	70,231	60,496
Furniture and equipment	40,175	33,948
	<u>110,406</u>	<u>94,444</u>
Total	(48,478)	(44,263)
Less: accumulated depreciation		
	<u>61,928</u>	<u>50,181</u>
Property, net		
	<u>\$ 553,098</u>	<u>\$ 554,788</u>
Total assets		
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 6,647	\$ 6,099
Accrued expenses	1,874	892
Agency deposits	22,172	22,167
Refundable advances	72,428	82,274
	<u>103,121</u>	<u>111,432</u>
Total current liabilities		
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	9,057	6,643
Undesignated	245,178	253,570
Permanently restricted - endowment	195,742	183,143
	<u>449,977</u>	<u>443,356</u>
Total net assets		
	<u>\$ 553,098</u>	<u>\$ 554,788</u>
Total liabilities and net assets		

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTALS FOR 2011**

	2012			2011
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUE AND SUPPORT				
Grants		\$ 936,227		\$ 936,227
Donations	\$ 37,284		\$ 7,989	45,273
Agency rents	36,450			36,450
Investment income			4,581	4,581
Interest income	976			976
Net unrealized investment gain			456	456
Net realized investment gain			2,171	2,171
Net assets released from restrictions	936,227	(936,227)		
 Total revenues, support and net assets released from restrictions	 1,010,937		15,197	 1,026,134
EXPENSES				
Program services	856,387			856,387
Management and general	160,528		2,598	163,126
 Total expenses	 1,016,915		2,598	 1,019,513
(DECREASE) INCREASE IN NET ASSETS	 (5,978)		12,599	 6,621
NET ASSETS - BEGINNING OF YEAR	 260,213		183,143	 443,356
NET ASSETS - END OF YEAR	 \$ 254,235	 \$	 \$ 195,742	 \$ 449,977
				 \$ 443,356

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 6,621	\$ 61,434
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(456)	(19,586)
Depreciation	4,215	2,978
(Increase) decrease in assets		
Grants receivable	(46,987)	(39,854)
Prepaid expenses	1,286	1,910
Increase (decrease) in liabilities		
Accounts payable	548	5,727
Accrued expenses	982	892
Agency deposits	5	11
Refundable advances	(9,846)	3,894
NET CASH (PROVIDED BY) USED IN OPERATING ACTIVITIES	<u>(43,632)</u>	<u>17,406</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(15,962)	(1,877)
Purchase of investments and certificates of deposit	(11,170)	(10,316)
Proceeds from sale of investments	77,339	15,488
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>50,207</u>	<u>3,295</u>
NET INCREASE IN CASH AND EQUIVALENTS	6,575	20,701
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>91,508</u>	<u>70,807</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 98,083</u>	<u>\$ 91,508</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2012 WITH COMPARATIVE TOTALS FOR 2011

	2012			2011
	Program Services	Management and General	Total	Total
Personnel Costs				
Salaries and wages	\$ 486,686	\$ 109,949	\$ 596,635	\$ 532,385
Payroll taxes	35,786	8,411	44,197	41,533
Employee benefits	52,994	31,181	84,175	62,201
Contractors and consultants	97,814		97,814	93,810
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Program travel	21,176		21,176	26,675
Food and supplies	20,288	354	20,642	24,340
Accounting fees	1,934	11,351	13,285	7,409
Conferences and meetings	10,283	1,071	11,354	17,773
Telephone, internet, fax and cable	10,305	301	10,606	13,266
Maintenance and inspections	7,677		7,677	6,190
Training	7,629	.	7,629	1,344
Liability insurance	5,363	136	5,499	6,243
Printing	5,259	6	5,265	5,333
Cleaning	4,458		4,458	6,211
Depreciation	4,215		4,215	2,978
Technology	2,976		2,976	3,500
Office supplies and expenses	2,450	366	2,816	6,896
Postage and shipping	2,137		2,137	1,653
Rent	1,400		1,400	1,500
Property insurance	884		884	900
Advertising and promotion	543		543	450
Program materials	113		113	
Parking				250
Other	1,800		1,800	1,500
Total	<u>\$ 856,387</u>	<u>\$ 163,126</u>	<u>\$ 1,019,513</u>	<u>\$ 917,688</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2012 and 2011

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to promote and encourage community access to social, educational, medical, mental health and family related services through existing programs developed in response to identified community needs. The Resource Center also supports collaborative projects involving different agencies that create opportunities for improving and strengthening the community as a whole.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Accounting Standards Codification (ASC) 958-205, *Not-for-Profit Entities – Presentation of Financial Statements*. Under ASC 958-205, the Resource Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2012 and 2011 the Resource Center had no temporarily restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

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Fair values of investments are based on quoted prices in active markets for identical investments.

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Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Resource Center records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Contributed Services

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Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The IRS has determined the Resource Center to be other than a private foundation. The Resource Center has no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

The Resource Center files income tax returns in the United States and New Hampshire. The Resource Center is no longer subject to United States federal or state examinations by tax authorities for years ending before 2008.

ASC 740, *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions for purposes of implementation, and has concluded that no provision for income tax is required in the financial statements.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Agency in turn sublets space in the facility to other non-profit and community agencies at an average rate of \$10 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2012 and 2011 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Subsequent Events

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Prior Year's Information

The financial statements include certain prior year summarized comparative information in total but not by function. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Resource Center's financial statements for the year ended June 30, 2011, from which the summarized information was derived.

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820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2012 and 2011, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2012 and 2011.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. AGENCY DEPOSITS

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2012 and 2011 were \$22,172 and \$22,167, respectively.

3. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2012 and 2011 totaled \$72,428 and \$82,274, respectively.

4. **UNRESTRICTED NET ASSETS**

Long term building maintenance that has been designated by vote of the Board of Directors was \$9,057 and \$6,643 at June 30, 2012 and 2011, respectively.

5. **INVESTMENTS**

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and loss (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2012 and 2011 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	Excess (Deficiency) of Market Over <u>Cost</u>	<u>Investment Income</u>
2012	Bank of America	\$162,556	\$174,274	\$11,718	\$4,581
2011	Bank of America	\$151,385	\$162,648	\$11,263	\$3,679

6. **PERMANENTLY RESTRICTED NET ASSETS**

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars and then to use the investment earnings thereafter to support the operations of the center. Fund activity was as follows:

	Balances as of <u>June 30, 2011</u>	Activity for the Year Ended <u>June 30, 2012</u>	Balances as of <u>June 30, 2012</u>
Permanent gifts	\$160,179	\$ 7,989	\$168,168
Investment earnings	16,113	4,581	20,694
Realized (loss) gain	1,130	2,171	3,301
Investment expense	(5,541)	(2,598)	(8,139)
Unrealized (loss) gain	<u>11,262</u>	<u>456</u>	<u>11,718</u>
	<u>\$183,143</u>	<u>\$ 12,599</u>	<u>\$195,742</u>



The Family Resource Center

123 Main Street
Gorham, NH 03581
603-466-5190

Satellite Offices in Lancaster, Littleton and Colebrook, NH

Judge James Michalik
Executive Director
www/frc123.org

Pattie Stolte	Vice President	2009
Katherine Baublis	President	2010
Andre Caron		2011
Gregory Scott		2011
Heidi Barker	Secretary	2013
Sharon Gauthier		2013
Kim Hoyt		2013
Nathan Morin	Treasurer	2013
Lucie Remillard		2013

Strengthening Families . . . Building Communities

Hon. James E. Michalik, Retired
Curriculum Vitae

Professional Experience

Executive Director, Family Resource Center
Gorham, New Hampshire 2010 – Present
Presiding Judge, Coos County Family Division
New Hampshire Judicial Branch 2006 - 2010
Special Justice, District Court
New Hampshire Judicial Branch 1999 - 2010
Practicing Attorney
Berlin, New Hampshire 1988 - Present
Law Clerk, Zuckert, Scoutt, Rasenberger & Johnson
Washington, D.C. 1986 - 1987
Legislative Assistant, Office of Congressman Martin A. Russo, (IL)
Washington, D.C. 1983 - 1986
Adjunct Instructor, White Mountains Community College
Berlin, New Hampshire 2002-2006
Adjunct Instructor, Granite State College f/k/a School for Life Long Learning
Berlin, New Hampshire 1997-2004
Adjunct Instructor, National Judicial College
Reno, Nevada 2009

Education

Doctor of Jurisprudence, 1987
The Catholic University of America - Columbus School of Law
Washington, D. C.
Bachelors Degree, 1982
DePaul University
Chicago, Illinois
Master's of Science Degree - Organizational Management and Leadership
Springfield College - School of Human Services
St. Johnsbury, Vermont (Anticipated Graduation – 2013)

Memberships

Member, United States Supreme Court Bar Association
Member, New Hampshire Bar Association
Member, National Council of Juvenile and Family Court Judges

Susan N. Watson

OBJECTIVE:	To utilize my education and job experience to service youth and families.
EDUCATION: May 1997	BS Human Services/ Counseling Lyndon State College Lyndonville, Vermont
CERTIFICATION: Sept 13, 2010- Sept 30, 2015	Center for Credentialing and Education, Inc. Human Services Board Practitioner (HS-BCP)
WORK EXPERIENCE: Family Resource Center June 2004- Present	Director Family Support Services To manage home visiting programs and services to families at risk of abuse and neglect in Coos County. Responsibilities include managing and writing budgets, supervising staff, setting up and providing staff development and training, completing monthly, quarterly and yearly reports, statistics and attending state wide meetings with funders and service providers. Running and coordinating parenting workshops and a toddler play group.
NFI Davenport School Aug. 1999- June 2004	Assistant Program Director To provided structure to 34 staff and 15 adjudicated youth in a residential school program. Responsibilities includes hiring employees, controlling a budget, petty cash, scheduling for 15 counselors, payroll, direct supervision of line staff, attending juvenile court hearings, providing individual and family counseling/mediation, working with DJJS/DCYF workers, food ordering, menu planning, and schedule weekly transportation to therapy for residents. Participate and facilitate weekly management, staff meeting, treatment team meetings, and on a rotational on call system.
North Country Shelter Dec. 1997- Aug. 1999	Family Service Worker To provided support and information for families of adjudicated youth. Responsibilities include completing a family assessment, having weekly contact with each family, providing mediation, weekly contact with Juvenile Service Officers, 30 days of after care for each client and family, meeting with clients on a daily basis, completing placement summaries of the clients for court. Participate in the weekly management team meeting and on a rotational on call system

Summary of Qualifications:

- Organized and able to prioritize work
- Over 15 years of managerial experience
- Able to trouble shoot and problem solve
- Work well in a team environment
- Proficient in Microsoft Office Professional Programs

Professional Experience:

August 2002 – Present

Family Resource Center at Gorham - Office Manager

2002-2003

Family Resource Center at Gorham/AmeriCorps VISTA volunteer through TechLink NH

Computer lab coordinator

August 1998 – February 2002

KB Travel, Inc. - Travel Consultant

February 1997 – August 2002

The Croteau Agency, Inc.

Independent contractor selling personal and commercial -property/ casualty/ life and health insurance as a licensed broker for the State of NH

September 1996 – February 1997

WXLQ/WMOU - Account Executive/Sales

October 1995 – June 1996

Fashion Bug - Assistant Manager

1977 – 1995

A.D. Davis, Inc./The Croteau Fiske Insurance Agency

Branch Supervisor/Sales/Customer Service Representative

Education:

1974 – 1977 Gorham High School

- High School Diploma

Trainings:

- 2010 – 2011 Leadership North Country – North of the Notches class
- February 23, 2010 Training workshop for grant writing
- 1977 – 2003 Attended various continuing education courses to maintain insurance licensing

Diane B. Falcey

Family Resource Center

Full Charge Bookkeeper

2013 - Present

Responsible for management of general ledger, accounts payable, accounts receivable for Medicaid and government grant billings

Grant and Medicaid billings; financial management and reporting

All phases of payroll preparation including quarterly payroll reporting, benefits, W2's and 1099's

Assist the Executive Director with formulation and budgetary control for 30 program budgets

Town of Jackson

Office Administrator

2009-2013

Financial: Post revenues, payables and process payroll for highway, police, fire, transfer station and library departments, retirement reporting, prepared and filed 1099 forms, reconcile bank statements; monitor monthly budgets, formulated annual budget, worked closely with town treasurer, trustees and auditors; responsible for completing MS-2, MS-4 and MS-6 forms; ensured adequacy of fire, casualty and liability insurance of town property including health and workers' compensation; maintained GSBE inventory of assets into computerized system; administered FEMA application and invoicing. Utilized QuickBooks for fund accounting.

Assessing: Assisted applicants and ensured completion for Selectmen's review with Current Use, Veteran's Credit, Elderly Exemptions, Intent to Cut Timber, Intent to Excavate Exemptions, Intent to Excavate and Abatement applications; Prepared LUCT, Report of Cut and Report of Excavation billings and Warrant; assisted public with property assessment inquiries, processed property ownership changes to computerized systems, completed MS-1 form, assisted Selectmen with property rate setting, prepared and printed tax warrant.

Management/Human Resource: Supervised and trained administrative assistant; supervised and administered daily operations of the town offices; updated and administered personnel policies and office procedures of the town; managed employee benefits and maintained personnel files and records; acts as liaison between Board of Selectmen and other boards, committees, commission and town officials.

Clerical: Record/ and or transcribe from recording devices Selectmen meeting minutes, answer phones, filing, mail, order supplies, maintain inventory of assets; responsible for compiling and printing Annual Town Reports; Notary Public.

Welfare: All phases of welfare administration, assisted applicants with other sources of aid, ensure applicants complied with conditions and made recommendations to Selectmen

Ordinances/Permits: working knowledge of ordinances and building permit process, assisted public with applications and questions, assisted Selectmen and Town Counsel with enforcement; administered and maintain the 911 street numbering System; implemented directives and policies of the Board of Selectmen.

Planning/ZBA: Assist public with information and application process, acts as liaison between Selectmen, Planning and ZBA Boards.

Property Management: Oversee cleaning and maintenance of town offices and equipment, obtain bids for fuel and building repairs, management of deeded properties and tax sales.

Elections: Prepares facility for elections and recruited ballot clerks and counters.

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Elections: Prepares facility for elections and recruited ballot clerks and counters.

Committees: Safety, HAZ MAT and Emergency Operations

Cooper Cargill Chant, P.A.

Legal Secretary

2007-2009

Draft deeds; prepared title insurance and various documents for real estate closings; assisted attorneys with title issues and drafting estate planning documents; typed letters, responsible for opening and maintaining client files; client conflict verification, performed receptionist duties.

Town of Albany

Administrative Assistant

2002-2007

Financial: Post revenues, payables, process payroll, complete and file quarterly wage reports to federal and state agencies, prepare W2's and 1099 forms, reconcile bank statements; maintain monthly budget, formulated budgets for town meetings, worked closely with town treasurer, trustees and auditors; responsible for completing MS-2, MS-4 and MS-6; ensured adequacy of fire, casualty and liability insurance of town property including health and workers' compensation. Utilized QuickBooks for fund accounting.

Assessing: Assisted applicants and ensured completion for Selectmen's review with Current Use, Veteran's Credit, Elderly Exemptions, Intent to Cut Timber, Intent to excavate Exemptions, Intent to Excavate and Abatement applications; Prepared LUCT, Report of Cut and Report of Excavation billings and Warrant; assisted public with property assessment inquiries, processed property ownership changes to computerized systems, completed MS-1 and MS-4 forms, assisted with rate setting and, prepared and printed tax warrant.

Clerical: Record/ and or transcribe from recording devices Selectmen meeting minutes, answer phones, filing, mail, order supplies, maintain inventory of assets; responsible for compiling and printing Annual Town Reports; Notary Public.

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Ordinances/Permits: working knowledge of ordinances and building permit process, assisted public with applications and questions, assisted Selectmen and Town Counsel with enforcement; administered and maintain the 911 street numbering System; implemented directives and policies of the Board of Selectmen.

Planning/ZBA: Assist public with information and application process, acts as liaison between Selectmen, Planning and ZBA Boards.

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Elections: Prepares facility for elections and recruited ballot clerks and counters.

Helping Hands Chiropractic

Office Assistant

2000-2002

Responsible for medical billing and receivables, receptionist and booking appointments, assisted Chiropractor with patients and patient file maintenance

Town of Conway

Bookkeeper

1998-2000

Responsible for billing, accounts receivable and accounts payable functions for Town of Conway, Conway Police Department, Library, Recreation, Public Works and Solid Waste Facility.

Assist Finance Director with formulation of budgets and annual audits.

All phases of payroll preparation including quarterly payroll reports, benefits, NH Retirement System plan, W2's and 1099's for all town departments, mentioned above.

Responsible for Human Resource functions, working knowledge of union contracts and personnel manual, NH Retirement System reporting, health & dental insurance, life and short-term disability.

Inventory of town property and equipment.

Utilized BSMI accounting systems

Collection Clerk

Issued motor vehicle registrations; collected property taxes; issued birth and death certificates, marriage and dog licenses.

Promoted to Bookkeeping position.

Center of Hope, Inc.

Accountant Clerk

1986-1998

All phases of payroll preparation utilizing ADP payroll system.

Administration of agency benefits and liaison to over 200 employees; served as back up to Human Resource.

Responsible for billing Medicaid, a multi-million dollar accounts receivable budget for several non-profit agencies. Duties included monitoring and ensuring a steady cash flow of funds.

Ensured compliance with payroll and Medicaid audits, worked with agency certified public accountants, Federal and State Medicaid auditing agencies.

Monitored and maintained attendance data for program services provided by affiliated agencies. Developed tracking systems for Medicaid funded services and worked with statewide Medicaid group to ensure compliance with federal mandates.

Utilized Echo Accounts payable and GL systems.

Workshop Manager

1982-1985

Train and supervise developmentally disabled adults in light manufacturing contract work

Monitored quality of work and ensured production deadlines

Assist Contract Procurer in production time studies

Attend Individual Service Plan meetings

Assist Program Managers during lack of production work

Norm Frost Accounting Agency

Bookkeeper

1985-1995

Preparation and filing of payroll and sales tax.

Prepared and generated monthly financial expense and revenue reports for a variety of business accounts

Reconciled business checking accounts

Supervised and trained new bookkeepers

EDUCATION

Annual Local Government Center Trainings on Laws of Budgeting, Employment Laws and Welfare Administration

NH Department of Revenue annual trainings for Current Use, Veteran's Credit, Elderly Exemptions & Timber Laws

Worked towards a Business Degree through Granite State College

Completed a two year Paralegal Certificate Program from Granite State College

MVCTC – Adobe Photoshop Course

H&R Block Certificate Program for tax preparation

Lewiston High school - Diploma

Licenses & Certificates

Paralegal Certificate

Notary Public

Skills & Experiences

Proficiency with QuickBooks, Microsoft Word, Excel, Outlook, Avitar Assessing software, Avitar Building Permit Software; 911 Street numbering Software, NH Retirement System reporting, ADP Payroll system, BMSI Accounting and Tax Collection software, Echo A/P and A/R GL system, Practice Master and Title Insurance software

Proficiency with computers, calculator, modems, copiers, fax machines, phone systems, radio communications, printers and recording devices

Experiences include but not limited to: public relations and customer service; municipal accounting principles, budget preparation and management; municipal office administration; working knowledge of town ordinances, personnel policies, Labor and Welfare laws; benefit administration and personnel procedures; demonstrated qualities of efficiency, initiative, organization, confidentiality and interpersonal skills; proficiency with writing and oral communication skills

CONTRACTOR NAME

Key Personnel Littleton District Office

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
James Michalik	Executive Director	\$63,026.60	.07 %	\$ 4,883.00
Marie Demers	Office Manager	\$ 38,620.40	.05 %	\$2,207.00
Diane Falcey	Book Keeper	\$28,119.00	.08 %	\$ 2,410.00
Sue Watson	Director Family Services/FRC	\$ 40,531.40	17%	\$6,948.00