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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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December 9, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnipesauke and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by $1,200,000 from $1,928,266 to $3,128,266 and by extending the completion dates from June 30, 2021, to June 30, 2023, effective upon Governor and Council approval. 70% General Funds and 30% Federal Funds.

The original contracts were approved by Governor and Council on July 31, 2019 (Item #18), and most recently amended with Governor and Council approval on August 26, 2020, item #19.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Amoskeag Community Health	157274-B001	Manchester	$976,341	$600,000	$1,576,341
Lakes Region Community Services	177251-B002	Laconia	$951,925	$600,000	$1,551,925
		Total:	**$1,928,266**	**$1,200,000**	**$3,128,266**

Funds are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because a previous amendment increased funding by more than ten percent (10%) of the total contract price limitation. The previous amendment added additional funding for the Contractors to design evidence-based programs.

The purpose of this request is to extend the agreements and to add reporting requirements. The two Community Collaborations contracts are currently bringing various agencies and representatives together to create an upstream approach for the prevention of child maltreatment services. These contracts are focused on providing services to early childhood families and creating system level changes to ensure a more coordinated service delivery for families. The Contractors use community and state networks to connect families to the services they need to support self-sufficiency and economic stability.

Approximately 400 families will be served from July 31, 2019, through June 30, 2023.

The Contractors will continue to support the development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, parent education, and programs that offer alternatives to out-of-home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families. The Contractors will provide additional reporting, per federal regulatory requirements, which includes quality reviews on the populations being served. The purpose of this additional reporting is to evaluate the services provided and to adjust delivery accordingly to best meet the needs of families.

The following performance measures will be used to measure the effectiveness of the contracts:

- Every six (6) months, 90% of Community Implementation Teams (CIT) membership will participate in Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT teams shall attend 90% of coaching sessions.

As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesauke Public Health Region.

Source of Funds: 70% General Funds and 30% Federal Funds.

Respectfully submitted,

Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION
SFY 22-23 CONTRACT RENEWAL

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES (100% GENERAL FUNDS)

1. Amoskeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	645-504004	General Funds for Other	42105746		$400,000.00	$400,000.00	$0.00	$400,000.00
SFY 2021	645-504004	General Funds for Other	42105746		$300,000.00	$300,000.00	$0.00	$300,000.00
					Subtotal	*$700,000.00*	*$0.00*	$700,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	645-504004	General Funds for Other	42105746		$400,000.00	$400,000.00	$0.00	$400,000.00
SFY 2021	645-504004	General Funds for Other	42105746		$300,000.00	$300,000.00	$0.00	$300,000.00
					Subtotal	*$700,000.00*	*$0.00*	*$700,000.00*
					TOTAL 2958 AU:	*$1,400,000.00*	*$0.00*	*$1,400,000.00*

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISON OF PUBLIC HEALTH, COMMUNTIY COLLABORATION 100% GENERAL FUNDS

1. Amoskeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	102-500731	Contracts for Program Services	TBD		$225,000.00	$0.00	$225,000.00	$225,000.00
SFY 2023	102-500731	Contracts for Program Services	TBD		$225,000.00	$0.00	$225,000.00	$225,000.00
					Subtotal		*$450,000.00*	*$450,000.00*

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	102-500731	Contracts for Program Services	TBD		$225,000.00	$0.00	$225,000.00	$225,000.00
SFY 2023	102-500731	Contracts for Program Services	TBD		$225,000.00	$0.00	$225,000.00	$225,000.00
					Subtotal		*$450,000.00*	*$450,000.00*
					Total	*$0.00*	*$900,000.00*	*$900,000.00*

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISON OF PUBLIC HEALTH, COMMUNTIY COLLABORATION 100% FEDERAL FUNDS

1. Amoskeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	$100,000.00		$100,000.00	$0.00	$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	$176,341.00		$176,341.00	$0.00	$176,341.00
SFY 2022	102-500731	Contracts for Program Services	90070470	$75,000.00		$0.00	$75,000.00	$75,000.00
SFY 2023	102-500731	Contracts for Program Services	90070470	$75,000.00		$0.00	$75,000.00	$75,000.00
					Subtotal	*$276,341.00*	*$150,000.00*	$426,341.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	$100,000.00		$100,000.00	$0.00	$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	$151,925.00		$151,925.00	$0.00	$151,925.00
SFY 2022	102-500731	Contracts for Program Services	90070470	$75,000.00		$0.00	$75,000.00	$75,000.00
SFY 2023	102-500731	Contracts for Program Services	90070470	$75,000.00		$0.00	$75,000.00	$75,000.00
					Subtotal	*$251,925.00*	*$150,000.00*	*$401,925.00*
					TOTAL 7047 AU :	*$528,266.00*	*$300,000.00*	*$828,266.00*

					Grand Total:	$1,928,266.00	$1,200,000.00	$3,128,266.00

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Collaborations to Strengthen and Preserve Families Contract

This 2nd Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), as amended on August 26, 2020, (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,576,341.

3. Modify Exhibit A, Scope of Services Section 3 Data Tracking, to read:

   3. Reporting Requirements and Data Entry

      3.1. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the QuickBase data system. The Protective Factors Surveys Online Data System (PFSODS) will also be used to collect parent surveys.

      3.2 The Contractor shall maintain and collect data from the Outcome Tracking System, QuickBase, the Contractor shall collect the following:

         3.2.1. Parent Data:

            3.2.1.1 First, Last Name

            3.2.1.2 DOB;

            3.2.1.3. Medicaid ID;

            3.2.1.4. Address;

            3.2.1.5. Phone;

            3.2.1.6. Town/City;

            3.2.1.8. State;

            3.2.1.9. Zip Code;

            3.2.1.10. Email;

            3.2.1.11. Other Languages Spoken;

3.2.1.12. Parent Education Status;

3.2.1.13. Sex;

3.2.1.14. Ethnicity;

3.2.1.15. Race;

3.2.1.16. Marital Status;

3.2.1.17. Household composition;

3.2.1.18. Military Family;

3.2.1.19. Disability status;

3.2.1.20. Employment status;

3.2.1.21. Health insurance status;

3.2.1.22. Housing type;

3.2.1.23. Transportation;

3.2.1.24. Public Assistance;

3.2.1.25. Telecommunications / Internet;

3.2.1.26. Preferred language

3.2.2. Child Data:

3.2.2.1. First, Last;

3.2.2.2. DOB / Age in Years;

3.2.2.3. Child Primarily Lives With & Relationship to Child;

3.2.2.4. Child Preferred Language;

3.2.3. All encounters captured in the QuickBase data system with the family members which shall include but not limited to:

3.2.3.1. Types of services and service dates.

3.2.3.2. Dates and types of supports provided to the family such as: parent education classes, support groups, home visits, virtual visits, and access to concrete supports.

3.2.4. All service referrals captured within the QuickBase data system to partner agencies which include:

3.2.4.1. Date of referral.

3.2.4.2. Purpose of referral.

3.2.4.3. Name of agency referred to.

3.3. The Contractor shall obtain parental release/authorization to share Name, DOB and statistical information with the Department and the contractor will share the following data with the Department:

3.3.1. Parent Data:

3.3.1.1 First, Last name

3.3.1.2 DOB;

3.3.1.3. Medicaid ID;

3.3.1.4 QuickBase Family and Participant ID;

3.3.1.5. Town/City/ Zip Code; 3.3.1.6. Other Languages Spoken;

3.3.1.7. Parent Education Status;

3.3.1.8. Sex;

3.3.1.9. Ethnicity;

3.3.1.10. Race;

3.3.1.11. Marital Status;

3.3.1.12. Household composition;

3.3.1.13. Military Family;

3.3.1.14. Disability status;

3.3.1.15. Employment status;

3.3.1.16. Health insurance status;

3.3.1.17. Housing type;

3.3.1.18. Transportation;

3.3.1.19. Public Assistance;

3.3.1.20. Telecommunications / Internet;

3.3.1.21. Preferred language

3.3.1.22. PFS-2 Concrete Supports Subscale Parental Survey

3.3.1.23. PFS-2 Retrospective (Pre/Post) Parental Survey

3.3.2. Child Data:

3.3.2.1. First, Last Name

3.3.2.2. DOB / Age in Years ;

3.3.2.3. QuickBase Family and Participant ID;

3.3.2.4. Child Primarily Lives With & Relationship to Child;

3.3.2.5. Child Preferred Language;

3.3.3. All encounters captured within the QuickBase data system provided with the family members, which shall include, but is not limited to:

3.3.3.1. Type of contact with the family and Date.

3.3.3.2. Type of services and supports and Date provided to the family, which includes:

3.3.3.2.1. Parent support groups, parent education classes;

3.3.3.2.2. Individual crisis support and educational topics reviewed during contact with the family such as injury prevention, nurturing and attachment, etc; and

3.3.3.2.3 Concrete supports provided including facilitating access to EITC and economic resources.

3.3.4. All service referrals captured in the QuickBase data system, which shall include, but is not limited to:

3.3.4.1. Referral date.

3.3.4.2. Referral purpose.

3.3.4.3. Name of agency referred to.

3.4. The Contractor shall utilize the PFSODS to collect parental surveys which are used as a tool to measure increases in parental protective factors as well as to determine immediate needs and inform service planning during the family intake process.

3.5. The Contractor shall provide to the Department at least quarterly new Protective Factors Surveys completed for each parent enrolled in the Community Collaborations program. The PFS-2 Concrete Supports Subscale Survey shall be completed at the intake stage to determine immediate needs and assist in initial service planning with the family. The PFS-2 Retrospective Survey shall be completed at 6 months and can be repeated and/or after at least 12 hours of services received by the family. The surveys sent to the Department shall include:

3.3.1. PFS-2 Concrete Supports Subscale survey; and

3.3.2. PFS-2, Retrospective (pre/post) Survey

3.6. The Contractor shall ensure the Outcome Tracking System is HIPPA Compliant with 42 CFR Part 2 in the event that any of the information is either a Part 2 record or information, and compliant with all applicable state confidentiality laws, and is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the pre-implementation planning period of Community Collaborations. The Contractor shall:

3.6.1. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.

3.6.2. Use the Predict, Align, Prevent data modeling to inform targeted service innovations within the contractor community which should include engagement with state, PAP program staff, community implementation team members and update to the evaluator on what those planned innovations are as outlined in the Plan Do Study Act cycles.

3.6.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.

3.6.4. Track local data and monitor process and outcome indicators involved in the Boundary Spanning Leadership (BSL) framework and Community Implementation Team (CIT) implementation.

3.6.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.

3.6.6. Engage in pre-implementation trainings such as: (1) QuickBase data platform, (2) Protective Factors Survey-2 tool administration and (3) Onboarding Staff to data collection relating to Data Collection and family engagement in the intake process.

3.7. The Contractor shall work collaboratively under the direction of the Department, with the State-identified Evaluation Contractor. This work shall include, but is not limited to:

3.7.1. Facilitating cross-system data definition processes and managing a shared-outcomes defining process and outcomes tracking system which shall

include, but is not limited to:

3.7.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.

3.7.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.

3.7.1.3. Sharing of pre-defined regional data definitions.

3.7.1.4. Establishment of shared measures of success.

3.7.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.

3.7.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.

3.7.1.7. Participation in outcomes tracking system training and technical assistance.

3.7.1.8. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.

3.8.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective impact.

3.9.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.

4. Modify Exhibit A, Scope of Services Section 4 Reporting, Subsection 4.1, to read:

   4.1 The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations.

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-5 Amendment #2, Budget.

6. Add Exhibit B-4 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-5 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/24/2020
Date

DocuSigned by:
Lisa M. Morris
D938DBFB8CA54A0...
Name: Lisa M. Morris
Title: Director, Division of Public Health Srvcs.

Amoskeag Health

11/24/2020
Date

DocuSigned by:
C52AF939C85F454...
Name: Kris McCracken
Title: President/CEO

New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families

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

OFFICE OF THE ATTORNEY GENERAL

11/25/2020
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4 Amendment #2, Budget

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

Bidder/Program Name: Ameshaeg Health

Budget Request for: RFP-2019-DPHS-23-COMMU
(Name of RFP)

Budget Period: SFY 2022 July 1, 2021 - June 30, 2022

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	$ 131,159.80	$ 13,115.98	$ 144,275.78		$ -	$ -	$ 131,159.80	$ 13,115.98	$ 144,275.78
2. Employee Benefits	$ 26,231.92	$ 2,623.19	$ 28,855.11		$ -	$ -	$ 26,231.92	$ 2,623.19	$ 28,855.11
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 5,150.00	$ 515.00	$ 5,665.00	$ -	$ -	$ -	$ 5,150.00	$ 515.00	$ 5,665.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 500.00	$ 50.00	$ 550.00	$ -	$ -	$ -	$ 500.00	$ 50.00	$ 550.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 250.00	$ 25.00	$ 275.00	$ -	$ -	$ -	$ 250.00	$ 25.00	$ 275.00
6. Travel	$ 880.00	$ 88.00	$ 968.00	$ -	$ -	$ -	$ 880.00	$ 88.00	$ 968.00
7. Occupancy	$ 4,716.00	$ 471.60	$ 5,187.60	$ -		$ -	$ 4,716.00	$ 471.60	$ 5,187.60
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 600.00	$ 60.00	$ 660.00	$ -	$ -	$ -	$ 600.00	$ 60.00	$ 660.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 334.75	$ 33.48	$ 368.23	$ -	$ -	$ -	$ 334.75	$ 33.48	$ 368.23
Board Expenses	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
9. Software	$ 6,870.00	$ 687.00	$ 7,557.00	$ -	$ -	$ -	$ 6,870.00	$ 687.00	$ 7,557.00
10. Marketing/Communications	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
11. Staff Education and Training	$ 225.00	$ 22.50	$ 247.50	$ -	$ -	$ -	$ 225.00	$ 22.50	$ 247.50
12. Subcontracts/Agreements	$ 85,000.00	$ 8,500.00	$ 93,500.00	$ -	$ -	$ -	$ 85,000.00	$ 8,500.00	$ 93,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 372,727.37	$ 27,272.75	$ 399,999.84	$ -	$ -	$ -	$ 372,727.37	$ 27,272.75	$ 399,999.84
Indirect As A Percent of Direct		10.0%							

DS

Contractor Initials

Date 11/24/2020

Exhibit B-5 Amendment #2, Budget

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

Bidder/Program Name: Amoskeag Health

Budget Request for: RFP-2019-DPHS-23-COMMU
(Name of RFP)

Budget Period: SFY 2023 July 1, 2022 - June 30, 2023

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	$ 135,088.08	$ 13,599.81	$ 148,687.89		$ -	$ -	$ 135,088.08	$ 13,599.81	$ 148,687.89
2. Employee Benefits	$ 27,019.82	$ 2,701.96	$ 29,721.54		$ -	$ -	$ 27,019.82	$ 2,701.96	$ 29,721.54
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,150.00	$ 115.00	$ 1,265.00	$ -	$ -	$ -	$ 1,150.00	$ 115.00	$ 1,265.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 325.00	$ 32.50	$ 357.50	$ -	$ -	$ -	$ 325.00	$ 32.50	$ 357.50
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 200.00	$ 20.00	$ 220.00	$ -	$ -	$ -	$ 200.00	$ 20.00	$ 220.00
6. Travel	$ 800.00	$ 80.00	$ 736.00	$ -	$ -	$ -	$ 800.00	$ 80.00	$ 736.00
7. Occupancy	$ 4,716.00	$ 471.60	$ 5,187.60				$ 4,716.00	$ 471.60	$ 5,187.60
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 800.00	$ 80.00	$ 880.00	$ -	$ -	$ -	$ 800.00	$ 80.00	$ 880.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 333.58	$ 33.36	$ 366.94	$ -	$ -	$ -	$ 333.58	$ 33.36	$ 366.94
Board Expenses	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
9. Software	$ 6,870.00	$ 687.00	$ 7,557.00	$ -	$ -	$ -	$ 6,870.00	$ 687.00	$ 7,557.00
10. Marketing/Communications	$ 500.00	$ 50.00	$ 550.00	$ -	$ -	$ -	$ 500.00	$ 50.00	$ 550.00
11. Staff Education and Training	$ 225.00	$ 22.50	$ 247.50	$ -	$ -	$ -	$ 225.00	$ 22.50	$ 247.50
12. Subcontracts/Agreements	$ 85,000.00	$ 8,500.00	$ 93,500.00	$ -	$ -	$ -	$ 85,000.00	$ 8,500.00	$ 93,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 372,727.36	$ 27,272.73	$ 398,000.09	$ -	$ -	$ -	$ 372,727.36	$ 27,272.73	$ 398,000.09
Indirect As A Percent of Direct		10.0%							

DS

Contractor Initials

Date 11/24/2020

(2)

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 AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **175115**
Certificate Number: **0004694687**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of January A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo, hereby certify that:
David Crespo

1. I am a duly elected Clerk/Secretary/Officer of Amoskeag Health

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Nov 24, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken is duly authorized on behalf of Amoskeag Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11/24/2020

Signature of Elected Officer
Name:
Title:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2021

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

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

PRODUCER Aspen Insurance Agency An Optisure Risk Partner 40 Stark Street Manchester NH 03104	CONTACT NAME: Kim Bilodeau PHONE (A/C, No, Ext): (603) 647-0800 FAX (A/C, No): (603) 647-0330 E-MAIL ADDRESS: kim.bilodeau@optisure.com
INSURED AMOSKEAG HEALTH & CHILD HEALTH SERVICES INC 145 HOLLIS ST MANCHESTER NH 03101-1235	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Selective Insurance Company INSURER B: Comp-SIGMA Ltd INSURER C: Hanover Professionals Direct INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2011213067 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG NOCR	$ 1,000,000 $ $ 10,000 $ $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2438257	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Elite Pac	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S 2438257	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HCHS20200000383	11/01/2020	11/01/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	FTCA Gap Liability FTCA Gap Liability			L1VA515491 08	07/01/2020	07/01/2021	Each Incident Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human
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

Kim Bilodeau

AMOSKEAG HEALTH

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Removing barriers so that our patients achieve and maintain their best possible health
- Providing exceptional, evidence-based and patient-centered care
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy

BerryDunn

[redacted]

AMOSKEAG HEALTH

FINANCIAL STATEMENTS

June 30, 2020 and 2019

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

We have audited the accompanying financial statements of Amoskeag Health, which comprise the balance sheets as of June 30, 2020 and 2019, and the related statements of operations, functional expenses, 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. 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 Amoskeag Health as of June 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2020, Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 3, 2020

AMOSKEAG HEALTH

Balance Sheets

June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets		
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Other current assets	114,920	174,461
Total current assets	6,600,189	4,497,442
Property and equipment, net	4,249,451	4,397,203
Total assets	$10,849,640	$ 8,894,645

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	$ 450,000	$ 450,000
Accounts payable and accrued expenses	526,311	576,623
Accrued payroll and related expenses	1,473,665	1,210,890
Deferred revenue	308,131	-
Paycheck Protection Program refundable advance	1,467,800	-
Current maturities of long-term debt	42,505	46,368
Total current liabilities	4,268,412	2,283,881
Long-term debt, less current maturities	1,556,661	1,594,959
Total liabilities	5,825,073	3,878,840
Net assets		
Without donor restrictions	4,711,819	4,409,285
With donor restrictions	312,748	606,520
Total net assets	5,024,567	5,015,805
Total liabilities and net assets	$10,849,640	$ 8,894,645

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

AMOSKEAG HEALTH

Statements of Operations

Years Ended June 30, 2020 and 2019

	2020	2019
Operating revenue		
Patient service revenue	$11,473,557	$10,543,526
Provision for bad debts	(681,463)	(380,456)
Net patient service revenue	10,792,094	10,163,070
Grants, contracts and support	8,754,060	8,260,664
Provider Relief Funds	214,172	-
Other operating revenue	264,523	546,428
Net assets released from restriction for operations	380,447	1,066,720
Total operating revenue	20,405,296	20,036,882
Operating expenses		
Salaries and wages	12,918,995	11,994,846
Employee benefits	2,423,466	2,270,095
Program supplies	519,960	525,199
Contracted services	2,190,239	2,175,172
Occupancy	725,333	716,607
Other	811,140	841,861
Depreciation and amortization	426,791	428,159
Interest	86,838	100,845
Total operating expenses	20,102,762	19,052,784
Excess of revenue over expenses	302,534	984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	$ 302,534	$ 1,017,074

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

AMOSKEAG HEALTH

Statements of Functional Expenses

Years Ended June 30, 2020 and 2019

	2020											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,718,516	$ 526,822	$ 1,927,974	$ 79,500	$ 5,631,705	$ 842,162	$ 236,825	$10,963,504	$ 125,802	$ 158,008	$ 1,671,681	$12,918,995
Employee benefits	323,122	98,862	360,012	14,705	984,467	154,645	42,814	1,978,627	23,506	28,852	392,481	2,423,466
Program supplies	1,308	2,966	58,720	197,339	231,140	7,369	8,622	507,464	1,419	-	11,077	519,960
Contracted services	152,425	265,070	197,932	338,328	474,948	361,030	166,451	1,956,184	14,136	14,036	205,883	2,190,239
Occupancy	114,192	15,814	99,973	4,020	635,524	109,571	-	979,094	(524,235)	16,216	254,258	725,333
Other	69,816	5,692	87,212	435	101,999	20,137	42,731	328,022	55,165	22,673	405,280	811,140
Depreciation and amortization	205	-	11,358	-	50,809	569	1,224	64,165	241,318	462	120,846	426,791
Interest	-	-	-	-	-	-	-	-	62,889	-	23,949	86,838
Total	$ 2,379,584	$ 915,226	$ 2,743,181	$ 634,327	$ 8,110,592	$ 1,495,483	$ 498,667	$16,777,060	$ -	$ 240,247	$ 3,085,455	$20,102,762

	2019											
	Healthcare Services								Administrative and Support Services			
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	$ 1,697,621	$ 510,217	$ 1,752,659	$ 34,993	$ 5,377,237	$ 845,292	$ 115,735	$10,333,754	$ 120,979	$ 144,863	$ 1,395,250	$11,994,846
Employee benefits	323,075	97,869	330,299	6,406	932,471	164,397	20,419	1,874,936	22,428	27,986	344,745	2,270,095
Program supplies	1,047	5,896	39,987	254,261	217,078	5,211	1,030	524,510	412	120	157	525,199
Contracted services	76,373	251,088	202,352	336,857	445,115	395,557	220,523	1,927,865	21,225	21,502	204,580	2,175,172
Occupancy	121,143	16,549	105,959	4,260	687,382	116,132	-	1,051,425	(516,379)	17,186	164,375	716,607
Other	58,708	6,528	109,127	482	137,613	31,160	25,718	369,336	56,513	36,580	379,432	841,861
Depreciation and amortization	-	-	3,530	-	45,077	474	-	49,081	255,603	-	123,475	428,159
Interest	-	-	-	-	-	-	-	-	39,219	-	61,626	100,845
Total	$ 2,277,967	$ 888,147	$ 2,543,913	$ 637,259	$ 7,841,973	$ 1,558,223	$ 383,425	$16,130,907	$ -	$ 248,237	$ 2,673,640	$19,052,784

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

AMOSKEAG HEALTH

Statements of Changes in Net Assets

Years Ended June 30, 2020 and 2019

	2020	2019
Net assets without donor restrictions		
Excess of revenue over expenses	$ 302,534	$ 984,098
Net assets released from restriction for capital acquisition	-	32,976
Increase in net assets without donor restrictions	302,534	1,017,074
Net assets with donor restrictions		
Contributions	86,675	1,000,880
Net assets released from restriction for operations	(380,447)	(1,066,720)
Net assets released from restriction for capital acquisition	-	(32,976)
Decrease in net assets with donor restrictions	(293,772)	(98,816)
Change in net assets	8,762	918,258
Net assets, beginning of year	5,015,805	4,097,547
Net assets, end of year	$ 5,024,567	$ 5,015,805

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

AMOSKEAG HEALTH

Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 8,762	$ 918,258
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	426,791	428,159
Equity in loss from limited liability company	6,877	-
(Increase) decrease in the following assets		
Patient accounts receivable	240,140	(105,792)
Grants and other receivables	77,662	(539,790)
Other current assets	40,441	10,551
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(50,312)	(6,838)
Accrued payroll and related expenses	262,775	94,484
Deferred revenue	308,131	-
Net cash provided by operating activities	1,321,267	799,032
Cash flows from investing activities		
Distribution from limited liability company	12,223	-
Capital expenditures	(274,832)	(174,314)
Net cash used by investing activities	(262,609)	(174,314)
Cash flows from financing activities		
Payments on line of credit	-	(235,000)
Proceeds from Paycheck Protection Program refundable advance	1,467,800	-
Payments on long-term debt	(46,368)	(66,375)
Net cash provided (used) by financing activities	1,421,432	(301,375)
Net increase in cash and cash equivalents	2,480,090	323,343
Cash and cash equivalents, beginning of year	1,368,835	1,045,492
Cash and cash equivalents, end of year	$ 3,848,925	$ 1,368,835
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 86,838	$ 100,845
Non-cash transactions		
Line of credit refinanced as long-term debt	$ -	$ 500,000

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

Organization

Amoskeag Health (the Organization) is a not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive, and family-oriented primary health care and support services, which meet the needs of a diverse community, regardless of age, ethnicity or income.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Uncertainty Related to COVID-19

On March 11, 2020, the World Health Organization declared the 2019 Novel Coronavirus Disease (COVID-19) a global pandemic. The COVID-19 pandemic has impacted and could further impact the Organization's operations as a result of quarantines and travel and logistics restrictions. The extent to which the COVID-19 pandemic impacts the Organization's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to the duration, spread, severity, and impact of the COVID-19 pandemic, the effects of the COVID-19 pandemic on the Organization's members and the remedial actions and stimulus measures adopted by local and federal governments. Therefore, the Organization cannot reasonably estimate the impact at this time.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization 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 Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP 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 consist of demand deposits, money market funds and petty cash.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants of $5,557,242 and $4,529,840 that have not been recognized at June 30, 2020 and 2019, respectively, because qualifying expenditures have not yet been incurred. The Organization also has been awarded $4,410,210 in cost-reimbursable grants with a project period beginning July 1, 2020.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (HHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2020 and 2019, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 58% and 61%, respectively, of grants, contracts and support revenue.

Investment in Limited Liability Company

The Organization was one of eight partners in Primary Health Care Partners (PHCP), a limited liability company organized in New Hampshire. The Organization's investment in PHCP was reported on the equity method due to the Organization's ability to exercise significant influence over reporting and financial policies. The Organization's investment in PHCP amounted to $22,589 at June 30, 2019. PHCP was terminated on December 31, 2019 due to changes in the regulatory environment in New Hampshire. The Organization's capital balance was distributed to the Organization during 2020.

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than $1,000.

Provider Relief Funds

The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement Act (PPPHCE) Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of $214,172 during the year ended June 30, 2020. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as income when qualifying expenditures have been incurred. Management believes the Organization met the conditions necessary to recognize these contributions as revenue as of June 30, 2020, based on its understanding of the requirements related to lost revenues. Management believes the position taken is a reasonable interpretation of the rules, subject to further clarification, which is expected from HHS.

Subsequent reports to HHS are required for the period ending December 31, 2020. On September 19, 2020 and October 22, 2020, HHS issued reporting requirements which revised the previous definition of qualifying expenditures related to lost revenue. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized related to lost revenues may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

Paycheck Protection Program

On April 23, 2020, the Organization qualified for and received a loan in the amount of $1,467,800 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the CARES Act and the PPPHCE Act. The loan is unsecured, has a two-year term with a maturity date of April 2022, bears an annual interest rate of 1%, and shall be payable monthly with the first six monthly payments deferred. The principal amount of the PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization.

The Organization has utilized $1,088,067 of the total available PPP for qualifying expenditures as of June 30, 2020 and anticipates utilizing the remaining funds in the first quarter of fiscal year 2021. It is the Organization's intent to apply for forgiveness at that time. Forgiveness is subject to the sole approval of the SBA. The Organization has chosen to follow the conditional contribution model for the PPP and has opted to not record any income until forgiveness is received. The full amount of the PPP received is reported as a refundable advance in the current liabilities section of the balance sheet at June 30, 2020.

COVID-19 Emergency Healthcare System Relief Fund Loan

During July, 2020, the Organization qualified for and received a loan in the amount of $250,000 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan is unsecured, is interest free, and has a maturity date of 180 days after the expiration of the State of Emergency declared by the Governor at which time the loan is due in full. The principal amount of the Relief Loan has the potential to be converted to a grant at the discretion of the Governor if certain criteria are met. The Organization submitted an application to convert the Relief Loan to a grant which was approved.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare, Medicaid managed care companies and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees.

Contributions

During 2020, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU No. 2018-08 applies to all entities that receive or make contributions and clarifies the definition of transactions accounted for as an exchange transaction subject to applicable guidance for revenue recognition, and transactions that should be accounted for as contributions (non-exchange transactions) subject to the contribution accounting model.

Further, ASU No. 2018-08 provides criteria for evaluating whether contributions are unconditional or conditional. Conditional contributions specify a barrier that the recipient must overcome and a right of return that releases the donor from its obligation if the barrier is not achieved, otherwise the contribution is unconditional. 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. Conditional contributions received prior to incurring qualifying expenditures are reported as deferred revenue. The adoption of ASU No. 2018-08 was effective for the year ended June 30, 2020, and thus had no impact on the Organization's 2019 net assets, results of its operations, or cash flows. Prior to the adoption of ASU No. 2018-08, the Organization reported grant awards in net assets with donor restrictions, with releases from restriction when qualifying expenditures were incurred.

Contributions are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses 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).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 3, 2020, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

The Organization had working capital of $2,331,777 and $2,213,561 at June 30, 2020 and 2019, respectively. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand (including investments and assets limited as to use for working capital) of 150 and 113 at June 30, 2020 and 2019, respectively.

Financial assets available for general expenditure within one year were as follows:

	2020	2019
Cash and cash equivalents	$ 3,848,925	$ 1,368,835
Patient accounts receivable, net	1,650,543	1,890,683
Grants and other receivables	985,801	1,063,463
Financial assets available	6,485,269	4,322,981
Less net assets with donor restrictions	312,748	606,520
Financial assets available for general expenditure	$ 6,172,521	$ 3,716,461

The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days. At June 30, 2020, average days cash on hand was higher than the Organization's goal due to various COVID related relief payments disclosed in Note 1.

The Organization has a $1,000,000 line of credit, as discussed in more detail in Note 5. As of June 30, 2020, $550,000 remained available on the line of credit.

3. Patient Accounts Receivable

Patient accounts receivable consisted of the following as of June 30:

	2020	2019
Patient service accounts receivable	$ 2,977,166	$ 3,115,302
Contract 340B pharmacy program receivables	117,989	106,443
Total patient accounts receivable	3,095,155	3,221,745
Allowance for doubtful accounts	(1,444,612)	(1,331,062)
Patient accounts receivable, net	$ 1,650,543	$ 1,890,683

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Primary payers representing 10% or more of the Organization's gross patient accounts receivable are as follows:

	2020	2019
Medicare	15 %	13 %
Medicaid	22 %	26 %

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	2020	2019
Balance, beginning of year	$ 1,331,062	$ 1,219,080
Provision for bad debts	681,463	380,456
Write-offs	(567,913)	(268,474)
Balance, end of year	$ 1,444,612	$ 1,331,062

The increase in the allowance is due to an increase in balances over 240 days old.

4. Property and Equipment

Property and equipment consist of the following as of June 30:

	2020	2019
Land	$ 81,000	$ 81,000
Building and leasehold improvements	5,165,754	5,125,647
Furniture and equipment	2,355,196	2,120,471
Total cost	7,601,950	7,327,118
Less accumulated depreciation	3,352,499	2,929,915
Property and equipment, net	$ 4,249,451	$ 4,397,203

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

5. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution subject to an annual review as of December 31. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.3% at June 30, 2020). There was an outstanding balance on the line of credit of $450,000 at June 30, 2020 and 2019.

The Organization has a 30-day paydown requirement on the line of credit. For the year ended June 30, 2020, the Organization received a waiver from the bank for the paydown requirement.

6. Long-Term Debt

Long-term debt consists of the following as of June 30:

	2020	2019
Note payable, with a local bank (see terms below)	$ 1,598,648	$ 1,634,694
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	518	6,633
Total long-term debt	1,599,166	1,641,327
Less current maturities	42,505	46,368
Long-term debt, less current maturities	$ 1,556,661	$ 1,594,959

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for $1,670,000 with NHHEFA participating in the lending for $450,000 of the note payable. Monthly payments of $8,595, including interest fixed at 3.76%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance. The note is collateralized by real estate.

Scheduled principal repayments of long-term debt for the next five years and thereafter follows as of June 30, 2020:

2021	$ 42,505
2022	43,616
2023	45,308
2024	46,912
2025	48,886
Thereafter	1,371,939
Total	$ 1,599,166

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at June 30, 2020.

7. Net Assets

Net assets were as follows as of June 30:

	2020	2019
Net assets without donor restrictions		
Undesignated	$ 462,368	$ 12,082
Designated for working capital	4,249,451	4,397,203
Total	$ 4,711,819	$ 4,409,285
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare services	$ 80,961	$ 364,936
Child health services	130,429	140,226
Total	211,390	505,162
Permanent in nature		
Available to borrow for working capital as needed	101,358	101,358
Total	$ 312,748	$ 606,520

8. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	2020	2019
Gross charges	$18,001,613	$18,103,265
Contract 340B pharmacy revenue	1,508,541	1,553,866
Total gross revenue	19,510,154	19,657,131
Contractual adjustments	(6,016,154)	(7,174,190)
Sliding fee scale discounts	(2,020,443)	(1,939,415)
Total patient service revenue	$11,473,557	$10,543,526

Revenue from Medicaid accounted for approximately 55% and 53% of the Organization's gross patient service revenue for the years ended June 30, 2020 and 2019, respectively. No other individual payer represented more than 10% of the Organization's gross patient service revenue.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. 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, Medicaid and 340B. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and contractually obligated payment rates which may be less than the Organization's public fee schedule.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to $2,432,740 and $2,217,386 for the years ended June 30, 2020 and 2019, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $285,796 and $309,981 for the years ended June 30, 2020 and 2019, respectively.

10. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

11. Lease Commitments

The Organization leases office space under noncancelable operating leases. Future minimum lease payments under these lease agreements are as follows:

2021	$ 194,822
2022	178,451
2023	147,032
2024	94,357
Total	$ 614,662

Rent expense amounted to $226,805 and $223,302 for the years ended June 30, 2020 and 2019, respectively.

AMOSKEAG HEALTH BOARD OF DIRECTORS AS OF 11/24/2020

Catherine Marsellos-Vice Chair	Paralegal	Consumer
Mohammad Saleem Yusufi	Professor of IT/Software Development	Consumer
David Crespo-Secretary	Field Consultant	Consumer
Angella Chen Shadeed	Caregiver	Consumer
Dennis "Danny" Carlsen	Landlord	Consumer
Rusty Mosca	Accounting	Non-Consumer
Phillip Adams	Carpenter	Consumer
David Hildenbrand	COO	Consumer
Kathleen Davidson-Chair	Atty	Non-Consumer
Richard Elwell-Treasurer	Consultant	Non-Consumer
Dawn McKinney	Policy Director	Non-Consumer
Thomas Lavoie	Insurance Broker	Non-Consumer
Christian Scott	Director of Talent Acquisition	Non-Consumer
Madhab Gurung	Direct Support Professional	Consumer
Debra (Debbie) Manning	Health Care Consultant Software	Consumer
Jill Bille	CFO	Non-Consumer

LARA K. QUIROGA, M.ED.

Phone: 603-66- 2002 - [redacted]

Expertise Highlights

Childhood Trauma	Children and Families Living in Poverty	Group Facilitation
Early Childhood Policy	Children with Challenging Behaviors	Quality Improvement Processes
Early Care & Education Program Administration	Professional Development	Project Management

Professional Experience

AMOSKEAG HEALTH– MANCHESTER, NH *2013 - present*

Director of Strategic Initiatives for Children

- Provide leadership in efforts to improve young child wellness and local service infrastructure, including implementing evidence-based and promising practices and facilitating the establishment of interagency collaborations with other community-based, child- and family-serving public agencies
- Responsible for oversight of local system of care activities to improve outcomes for young children through improved collaboration, integration, and infrastructure development, including the Adverse Childhood Experiences Response Team (ACERT) in collaboration with Manchester Police Department and YWCA NH
- Guide the development and implementation of the Strategic Plan and coordinate data and evaluation for performance reporting and evaluation purposes

Project LAUNCH Director

- Lead all Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) activities within the locally-funded community and ensure their effective and efficient service delivery, including improving a system of developmental screening, enhanced home visiting, mental health consultation in early care and education, integration of behavioral health into primary care, and parenting skills training
- Convene and lead a Local Council on Young Child Wellness to develop and implement a Strategic Plan
- Provide leadership in all local facets of young child wellness efforts and facilitate efforts to improve local infrastructure
- Guide the development and implementation of the Strategic Plan and coordinate data and evaluation for performance reporting and evaluation purposes
- Promote the Project LAUNCH mission through upholding standards of cultural competence, system of care principles, family involvement, and integrative practices

TUFTS UNIVERSITY– MEDFORD, MA *2011 - 2013*

Communications and Project Administrator; Office of the President

- Conceptualize and manage implementation of a coordinated system of communications for the university's strategic initiatives, including diversity, sustainability, administrative effectiveness, strategic planning, and capital planning
- Support various committees led by the President and Chief of Staff, including the President's Council on Diversity and Council on Campus Sustainability
- Coordinate with the Office of the Provost regarding strategic plan development aligned to the university's mission and vision and initiatives of the President's Office
- Collaborate with the Office of Institutional Research to gather and analyze data to be used as an evidence base for a range of on-going and one-time projects
- Write and disseminate a broad range of communications and correspondence including reports, announcements, and messages to the Tufts community
- Manage content on the President's Office website

Accreditation Coordinator; Office of Institutional Research and Evaluation

- Provide support to the chair of the NEASC steering committee and assist the chairs of the 11 standard working groups in facilitating meetings and writing reports
- Serve as a resource for information on the accreditation process and the development of a comprehensive learning outcomes assessment system
- Coordinate and disseminate information to all individuals, committees, and agencies involved with the accreditation process
- Create, manage, organize, and update an accreditation wiki for internal university use and a virtual workroom for visiting accreditation team
- Manage and schedule the accreditation site visit
- Coordinate the preparation of and edit Tufts' accreditation self-study

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH *2007 - 2011*

Community Outreach Coordinator; School of Education

- Support collaboration with community partners, state organizations, and accrediting agencies
- Develop and assist in offering outreach programs and events supporting the professional development of students, teachers, parents, and faculty/staff
- Assist in School of Education's reaccreditation preparation through the NH Department of Education
- Serve as writer and content editor for the university semi-annual magazine and editor of School of Education monthly newsletter
- Coordinate with the Offices of Admissions and Transfer Admissions to streamline activities for prospective students, including open house and orientation events
- Developed two university-wide articulation agreements, including dual admission protocol and transfer credit equivalents, with local community colleges

Adjunct Faculty; School of Education and College of Online and Continuing Education

- Develop syllabus for course offering, including required reading and writing assignments, quizzes, exams, observations, and class content for undergraduate and graduate level coursework in the field of Child Development and Early Childhood Education
  - Administration of Child Development Programs
  - Behavior Theory and Practice
  - Child Assessment
  - Cognitive Development of Young Children
  - Family and Culture
  - Theories of Play
  - Infants and Toddlers
  - Language and Cognitive Development
  - Psychosocial Development

MANCHESTER COMMUNITY COLLEGE– MANCHESTER, NH *2006 - 2008*

Adjunct Faculty; Early Childhood Education Department

- Teach undergraduate level coursework in the field of Early Childhood Education
  - ECE 100 Early Child Growth & Development
  - ECE 116 Child Health, Safety, & Nutrition
  - ECE 250 Childcare Administration and Management

VNA CHILD CARE AND FAMILY RESOURCE CENTER– MANCHESTER, NH *2001 - 2007*

Program Manager: Education and Professional Development

- Supervise over 50 staff and monitor classrooms to ensure provision of developmentally appropriate care and education to approximately 200 children and families
- Coordinate and provide professional development and training for over 50 teaching staff
- Provide evaluation and assistance to teachers who care for children with behavioral issues, including involvement on Universal, Targeted, and Intensive PBIS Teams to develop school-wide behavior expectations and individualized behavior intervention plans based on functional behavioral assessment
- Liaise with representatives from the Manchester School District to ensure consistent implementation of the Early Reading First program, including Curiosity Corner curriculum, PPVT-4 and PALS-PreK assessments, and professional development
- Coordinate with local school district to ensure children with special needs receive services and in accordance with IEP/IFSP activities/goals
- Increase capacity for and design quality initiatives including literacy, math, science, gross motor, and language arts
- Monitor day to day operational expenditures and discrepancies and provide input into annual budget planning

HEAD START/EARLY HEAD START, SOUTHERN NH SERVICES, INC. – MANCHESTER, NH *1999 - 2001*

Systems Coordinator

- Develop and implement community collaborations and agreements
- Monitor a multi-million dollar budget and assist in development and writing of federal grant proposals
- Collaborate with Management Team to revise various program systems
- Plan and coordinate monthly Parent Policy Committee meetings

Center Director

- Responsible for daily operations, management, and quality child care of the center
- Supervise teaching and family service staff
- Design and implement staff training
- Assist in recruitment of eligible families in community for program enrollment

Teacher

- Caregiver in Head Start and Early Head Start programs
- Plan and implement developmentally appropriate curriculum
- Home visit with families enrolled in program
- Select and order equipment for model infant/toddler and preschool classrooms

KIDS CARROUSEL – MANCHESTER, NH *1998 - 1999*

Teacher

- Plan and implement daily schedule and lesson plans
- Supervise two assistants with responsibility for sixteen toddlers
- Develop job description for Assistant Teacher position

Selected Trainer/Consultant Work

SERESC PRESCHOOL TECHNICAL ASSISTANCE NETWORK– BEDFORD, NH *2009 - 2010*
GROW, LEARN, & PLAY AT MOORE CENTER SERVICES, INC. – MANCHESTER, NH *2009*
VNA CHILD CARE AND FAMILY RESOURCE CENTER– MANCHESTER, NH *2007 - 2010*
EASTERSEALS CHILD DEVELOPMENT & FAMILY RESOURCE CENTER– MANCHESTER, NH *2014 - 2017*

Education

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH
Master of Education in Child Development with a concentration in Administration, 2007
Thesis: *The Influence of Teacher Education Level on Early Childhood Education Program Quality*

GRANITE STATE COLLEGE– MANCHESTER, NH
Bachelor of Science in Early Childhood Education Administration, 2004

Professional Summary

AWARDS

- Henry Morgan Award (achievement in professional development and commitment to improving the quality of care and education in NH)
- 2015, 2016, and 2018 NH Early Learning Champion Award

SELECTED BOARDS, COMMUNITY AFFILIATIONS, AND ACTIVITIES

- Vice Chair of Manchester Community Resource Center Board of Directors (2018-present)
- NH Children's Trust Board of Directors (ex-officio; Board Chair 2016-2019; Board member 2011-2019)
- Member of Manchester Family Justice Center Board (2018-2020)
- Presenter at the National Center for School Mental Health Annual Conference on Advancing School Mental Health (2019)
- Co-Chair of Spark NH Policy Committee (2017-2018)
- Presenter at the Zero to Three National Training Institute (2016)
- Presenter at the Pyramid Model Consortium National Training Institute on Effective Practices: Addressing Challenging Behavior (2016, 2018)
- Presenter at the NAEYC Annual Conference (2008, 2009, 2010) and NAEYC Professional Development Institute (2010)
- Mentor in the State of NH Child Development Bureau Trainer Development Program (2008- 2009)

Cammie Switzer, MSW

EDUCATION

University of New Hampshire, Durham, NH, MSW, May 2018
Virginia Commonwealth University, Bachelor of Fine Arts, Richmond, VA, May 2011

COMMUNITY

- Mission in Action Committee Member, Congregational Church in Exeter, December 2018-Present
  - Provide knowledge of area social service agencies and support members in making funding recommendations to local non-profits
- Coordinator, New Hampshire Aquaculture Farmers Initiative, NH Sea Grant, November 2019-Present
  - Facilitate member meetings, provide local advocacy and support grant writing to fund initiative

EXPERIENCE

***LAUNCH Manchester Manager*, Amoskeag Health, January 2020-Present**

- Coordinate planning and implementation activities with other local child and family serving agencies
- Communicate regularly with stakeholders and participate on relevant committees
- Convene and facilitate the Community Implementation Team (CIT)
- Coordinate of local level work with the state level infrastructure and policy development
- Address issues necessary to resolve local barriers
- Work to continually engage and support CIT members
- Facilitate completion of Manchester CIT Practice Profiles
- Assist in the development and execution of contracts with designated agencies and trainers
- Promote the initiative and its theory of change with others

***Consultant, Preschool Development Grant*, United Way of the Greater Seacoast, May 2019-January 2020**

- Support two early childhood coalitions in Somersworth and Rochester; provide project management support, meeting facilitation, event coordination, development of marketing materials, manage social media account, review budget, draft contracts and MOUs
- Create and implement data collection tools (survey, focus group questions) and evaluate results and processes for quality improvement
- Support Welcome Families Website project with writing RFP, data collection and evaluation of grant process, support weekly meetings and facilitate discussions

***Evaluation Staff*, New England Regional Genetic Network, University of New Hampshire, June 2018-January 2020**

- Supported writing of HRSA renewal grant and telehealth Request for Proposals
- Conduct needs assessment for regional launch of telehealth sites
- Conduct needs assessment with Family Voices groups throughout New England and make recommendations for programmatic funds based on findings
- Provide on-going evaluation of activities (trainings, webinars, events) and make recommendations to management team

***Family Outreach Therapist*, Seacoast Mental Health, September 2018-May 2019**

- Evaluate youth symptoms through initial biopsychosocial, provide preliminary diagnosis, and develop a treatment plan to ensure youth and family goals achieved
- Encourage youth treatment adherence through use of various modalities including CBT, mindfulness, and attachment focused therapies
- Conduct family needs assessment and provide on-going targeted case management services

***Research Associate*, Institute for Health Policy and Practice, University of New Hampshire, May-September 2018**

- Provide project management for the Behavioral Health Learning Collaborative including: data collection, planning, CEU application, follow-up, and evaluation of programming
- Extensive writing projects, including, HRSA grant for youth behavioral health services and *ACES: Final Report* for the Pediatric Improvement Project (PIP)

AMOSKEAG HEALTH
Community Collaborations to Strengthen & Preserve Families
RFP-2019-DPHS-23-COMMU

Key Personnel

Name	**Job Title**	**Salary**	**% Paid from this Contract**	**Amount Paid from this Contract**
Lara Quiroga	Director of Strategic Initiatives for Children	$84,864	30%	$25,459.20
Cameron Switzer	LAUNCH Manchester Manager	$64,896.00	75%	$48,672.00

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Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 22, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnipesauke and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by $328,266 from $1,600,000 to $1,928,266 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on July 31, 2019 (Item #18). 39% Federal Funds. 61% General Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the increase in funding exceeds ten percent (10%) of the original contract price limitation. As previously stated, the original contract was approved by Governor and Council on July 31, 2019 (Item #18).

The purpose of this request is to increase funds to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The two Community Collaboration contracts are currently bringing various agencies and representatives together to create an upstream approach to prevention of child maltreatment services. These contracts are focused on providing services to families and creating system level changes to a more coordinated service delivery for families. Providers are currently implementing best practices and will begin enrolment within the next few weeks. Providers have designed a family navigation entry point at their agencies that will provide intake, screening, crisis support, advocacy, warm handoffs, and cross system case management to coordinate services. During the time of the initial contract procurement, the available general funds were not present due to the continuing resolution. With the addition of the Parental Assistance Program funds in general funds, New Hampshire wants to strengthen the capacity in these two Community Collaboration sites through these contracts. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs,

parent education, and programs that offer alternatives to out of home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesauke Public Health Region.

Source of Funds: 39% Federal Funds, CFDA #93.670, FAIN #90CA1858 US DHHS, Administration on Children, Youth, and Families (ACYF), Children's Bureau, Community Collaboration to Strengthen and Preserve Families in NH; and 61% General Funds.

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

Respectfully submitted,

For Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

1. Amoskeag Health, Vendor #157274-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		$400,000.00	$400,000.00	$0.00	$400,000.00
2021	645-504004	General Funds for Other	42105745		$200,000.00	$200,000.00	$100,000.00	$300,000.00
					Subtotal	*$600,000.00*	*$100,000.00*	*$700,000.00*

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		$400,000.00	$400,000.00	$0.00	$400,000.00
2021	645-504004	General Funds for Other	42105745		$200,000.00	$200,000.00	$100,000.00	$300,000.00
					Subtotal	*$600,000.00*	*$100,000.00*	*$700,000.00*
					Total 2958 AU:	*$1,200,000.00*	*$200,000.00*	*$1,400,000.00*

FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION

05-95-090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION

1. Amoskeag Health, Vendor #147274-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90070470	$100,000.00		$100,000.00	$0.00	$100,000.00
2021	102-500371	Contracts for Program Services	90070470	$100,000.00		$100,000.00	$76,341.00	$176,341.00
					Subtotal	*$200,000*	*$76,341.00*	*$276,341.00*

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90070470	$100,000.00		$100,000.00	$0.00	$100,000.00
2021	102-500731	Contracts for Program Services	90070470	$100,000.00		$100,000.00	$51,925.00	$151,925.00
					Subtotal	*$200,000.00*	*$51,925.00*	*$251,925.00*
					Total 7047 AU:	*$400,000.00*	*$128,266.00*	*$528,266.00*
					Grand Total:	*$1,600,000.00*	*$328,266.00*	*$1,928,266.00*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Collaborations to Strengthen and Preserve Families Contract

This 1st Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $976,341.

2. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3 Amendment #1, Budget.

3. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families

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

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

State of New Hampshire
Department of Health and Human Services

7/15/2020
Date

Name: Ann Landry
Title: Associate Commissioner

Amoskeag Health

7/9/20
Date

Name: Kris McCracken
Title: Kris McCracken President/CEO

New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families

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

OFFICE OF THE ATTORNEY GENERAL

07/17/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

18 mac

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the two (2) vendors listed below, for the provision of Community Collaboration services, by providing a service array of best practice parental assistance programming to the Winnipesauke and Manchester communities to reduce child maltreatment and the risk of children entering foster care, in an amount not to exceed $1,600,000, effective retroactive to March 5, 2019, upon Governor and the Executive Council approval through June 30, 2021. 25% Federal Funds, 75% General Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Manchester Community Health Center	#157274-B001	145 Hollis Street, Manchester, NH 03101	$800,000
Lakes Region Community Services	#233352-R001	719 North Main Street, Laconia, NH 03246	$800,000
		Total:	**$1,600,000**

Funds are anticipated to be available in State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation, class lines and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	645-504004	General Funds for Other	42105745	$800,000
2021	645-504004	General Funds for Other	42105745	$400,000
		Sub Total:		*$1,200,000*

05-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Program Services	90070470	$200,000
2021	102-500731	Contracts for Program Services	90070470	$200,000
		Sub Total:		*$400,000*
		Total:		**$1,600,000**

EXPLANATION

This request is **retroactive** due to a programmatic determination to align federal and state resources, the timeline necessary to do this, and delays in the contracting process due to the volume of contracts pending in the DHHS pipeline. The Department was awarded Federal Funds through the Community Collaborations to Strengthen and Preserve Families grant in October 2018. This provided an important opportunity to align and leverage both these federal resources along with state resources provided through SB 592 for Parental Assistance Programs. The opportunity to simultaneously target efforts towards reducing child maltreatment and the number of children at risk of foster care in two needy communities was deemed priority; however, this delayed the procurement process timeline until Federal Funds were accepted to expend by the Fiscal Committee in late January 2019. Once this occurred, the procurement process moved forward as rapidly as possible by DHHS staff; however, due to other contracts pending with the DHHS contracts unit delays occurred in finalizing proposal selections and notifying vendors.

Once notified of their award, due the condensed timeline, vendors needed to initiate preparatory activities immediately. These activities included; researching and selecting an array of evidence-based services and associated materials, assessing staff training needs, planning and scheduling trainings and facilitating stakeholder meetings to promote improved coordination of services and referrals.

The purpose of this request is to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, court diversion programs, and programs that offer alternative to out of home placement for children.

New Hampshire currently ranks 5th in the nation in the overall rate of overdose of prescription and injection drugs. In State Fiscal Year 2017, New Hampshire spent $36 million on foster care to serve children coming into the system. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

Manchester Community Health Center and Lakes Region Community Services were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department

of Health and Human Services' web site from December 10, 2018 through January 22, 2019. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The two selected vendors were able to demonstrate within their proposals, the ability to provide evidence-based strategies unique to the targeted communities they will serve, as well as a readiness to engage in boundary-spanning leadership activities outlined in the grant proposal. Some of the activities the vendors will engage in include developing Community Integration Teams (CITs), as well as the development and implementations of evidence-based programs that increase parental protective factors. The knowledge based on science shows the impact that adverse childhood experiences can have on a child and the impact to their overall long-term health outcomes. The Score Summary is attached.

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

The goal of these contracts is to provide services that strengthen and preserve families, prior to entering the child welfare system, and implement a community-based approach to responding to the needs families have through increasing "protective factors" such as, parental resilience, increasing social connections, concrete supports in times of need, knowledge of parenting and child development, and increasing social and emotional competence. When present, these "protective factors" can help to mitigate risk and can increase health and overall well-being for families and children.

The following performance measures and objectives will be used to measure the effectiveness of the contracts:

Year 1: Performance Measures for Planning Period:

- Every six (6) months, 90% of CIT membership will participate in training that includes Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys, focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT members must attend 90% of coaching sessions.

Year 2: Ongoing Implementation Efforts, which include, but are not limited to:

- Tracking performance measures specific to the CIT multi-sectoral interventions.
- Plan Do Study Act cycles for quality improvement.
- Collecting and participating in evaluation activities intended to result in:
    - Increased effectiveness of population based prevention.
    - Increases in protective factors.
    - Reductions in reports of child maltreatment.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesauke Public Health Region.

Source of Funds: 25% Federal funds from CFDA 93.670 Administration for Children and Families, FAIN 90CA1858 and 75% General funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

RFP Name	RFP Number
Community Collaborations to Strengthen and Preserve Families	RFP-2019-DPHS-23-COMMU

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Lakes Region Community Services		235	183
2. Manchester Community Health Center		235	198
3. 0		235	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Sarah Moeckel, Administrator Family Strength & Child Well-being Initiative,
3. Kai Giovanditto, DCYF, Community & Family Support
4. Ellen Chase-Lucard, Financial Admin, DPHS
5. Amy Berquist, Financial Administrator II, DPHS

FORM NUMBER P-37 (version 5/8/15)

Subject: RFP-2019-DPHS-23-COMMU-02 Community Collaborations to Strengthen and Preserve Families

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 005-095-042-421010-29580000, 05-095-090-902010-70470000	1.7 Completion Date June 30, 2021	1.8 Price Limitation $800,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	

1.13 Acknowledgement: State of NH, County of HILLSBORO

On 6/04/19, 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] KURT LAWLOR-JONES, Notary Public
State of New Hampshire
My Commission Expires October 17, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

KURT LAWLOR-JONES

1.14 State Agency Signature Date: 6/6/19	1.15 Name and Title of State Agency Signatory LISA MORRIS Director, DHHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/6/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials [signature]
Date 6/4/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 6/4/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KA-
Date 6/4/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

1.5. The Contractor shall provide contracted services to families living in the City of Manchester.

2. Scope of Services

2.1. The Contractor shall develop Community Implementation Teams (CITs), which may include, but are not limited to:

2.1.1. Evidence-based prevention programs, including programs with existing Department supported services.

2.1.2. Court diversion and family court programs.

2.1.3. Programs that offer alternative dispositions for juveniles.

2.1.4. Community agencies and providers who serve families with children up to eight years of age.

2.1.5. Public Health Networks.

2.1.6. Family Resource Centers.

2.1.7. Integrated Delivery Networks.

2.1.8. DHHS District Offices

2.2. The Contractor shall create, coordinate, administer and manage Community Implementations Teams (CIT) that:

2.2.1. Work with the Evaluator and DHHS to complete and submit a practice plan and a federal project plan. Participate in Plan Do Study Act – Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practices.

2.2.2. Plan, coordinate, and implement Boundary Spanning Leadership

2.2.3. Hire a Community Implementation Team Coordinator.

2.2.4. Purchase supporting materials

2.2.5. Provide on-site face-to-face training to providers.

2.3. The Contractor shall utilize the results of the environmental scan and the needs assessment (Section 2.9) in conjunction with Department input, to provide planning, technical assistance, and face-to-face training on targeted topics, as determined by the Department, which may include, but are not limited to:

2.3.1. Evidence-based and/or evidence-informed parental education on:

2.3.1.1. Current impact of adverse childhood experiences

2.3.1.2. Baseline or foundational understanding of toxic stress levels for families in the community and in the CIT sites.

2.3.1.3. Policies and programs that promote, serve and return knowledge, behaviors and practices between parents and children that:

2.3.1.3.1. Prevent abuse and neglect.

2.3.1.3.2. Strengthen positive parenting.

2.3.1.4. Programs that will assist families with identifying and addressing risk factors that could lead to contact with the child welfare system.

2.3.1.5. Delivery of trauma-informed care across the continuum for individuals and families with children up to 8 years of age.

2.3.1.6. Strategies that support the needs of families who have had involvement with the Division for Children, Youth and Families resulting in unfounded allegation of abuse or neglect with:

2.3.1.6.1. Reasonable concern.

2.3.1.6.2. Parental substance use.

2.3.1.6.3. Discovery of economic or social challenges.

2.3.1.6.4. Strategies for working with children impacted by familial substance use disorder.

2.3.1.6.5. Training and strategies for supporting the needs of young children and families from various cultures and languages.

2.3.1.6.6. Training, coaching and implementation of Boundary Spanning Leadership (BSL) strategies.

2.4. The Contractor shall coordinate trainings with a variety of agencies, including other CITs, to ensure trainings are developed, planned and aligned with

evidence-based services that are culturally and linguistically competent and most appropriate for the target audience needs.

2.5. Contractor shall ensure that all training includes instruction and guidance relating to safeguarding confidentiality of individually identifiable or protected health information, as required by state or federal law or regulations.

2.6. The Contractor shall ensure services and supports offered to families in their respective areas of service complement existing state programs.

2.7. The Contractor shall ensure a CIT Coordinator is assigned job duties that include, but are not limited to:

2.7.1. Working with team members to draft meeting agendas and meeting notes.

2.7.2. Conducting local needs assessments.

2.7.3. Leading program-planning efforts.

2.7.4. Identifying and engaging new and existing community partners to plan and strategize implementation.

2.7.5. Representing the Contractor at statewide meetings.

2.7.6. Leading the development of a Practice Profile as it relates to evaluation and service provision.

2.7.7. Facilitating, drafting, and finalizing CIT project work plan, timeline, and logic model to align with DHHS project logic model and timeline.

2.7.8. Coordinating CIT data definition establishment and data collection according to state and federal regulations

2.8. The Contractor shall offer parenting education and economic support services and shall utilizing evidence-based strategies that align with the Administration for Children and Families (ACF) child abuse and neglect strategies including, but not limited to strengthening protective factors, ensuring the services are accessible, available to, and designed to target a diverse population, which includes, but is not limited to:

2.8.1. Pregnant or parenting individuals.

2.8.2. Individuals and all family types with children up to eight (8) years of age.

2.8.3. Caregivers, professionals, foster parents, grandparents.

2.9. The Contractor shall ensure the CIT conducts a needs assessment/environmental scan to determine the training needs of the organization that provide services to families. The Contractor shall ensure the CIT is able to:

2.9.1. Determine the extent to which professionals require training in:

2.9.1.1. Adverse childhood experiences.

2.9.1.2. Toxic stress.

2.9.1.3. Trauma-informed care.

2.9.1.4. Substance use disorders (SUD).

2.9.2. Measure respondent capacity to identify and address risk factors among family members that could result in contact with the child welfare system.

2.9.3. Determine respondent ability to address the needs of young children and families from various cultures and languages.

2.9.4. Inquire about training in particular evidence-based curricula.

2.10. The Contractor shall define strengths and gaps among service providers and shall identify needs for training upon the completion and evaluation of a survey.

2.11. The Contractor shall develop a roster of training opportunities for professionals and parents that utilized evidence-based practices and programming with input from the CIT and working groups.

2.12. The Contractor shall enlist the subject-matter expertise of CIT members and other community partners to host training sessions that ensure accommodates for the entire region. The Contractor shall:

2.12.1. Maintain a record of all trainers and ensure the trainers are qualified to teach their respective courses.

2.12.2. Ensure that any education programs collecting PHI that are delivered on-line or on a website meet NH DoIT requirements.

2.12.3. Provide all materials, equipment, and physical space, as well as, logistical and staff support for the services and prevention and education programs delivered.

2.13. The Contractor shall ensure evidence-based, culturally and linguistically competent, prevention-focused parental assistance programs are available within the community (Section 1.5) and are designed to:

2.13.1. Reduce child maltreatment.

2.13.2. Improve parent-child interactions.

2.13.3. Improve skills to regulate behavior and cope adaptively.

2.13.4. Improve coordination of services and referrals for young families.

2.14. The Contractor shall ensure a variety of prevention services are available to parents of children up to eight (8) years of age, which may include, but are not limited to:

2.14.1. Home visiting.

2.14.2. Parent education.

2.14.3. Family support services, including respite or crisis care.

2.15. The Contractor shall integrate the Five Protective Factors into the prevention services to promote healthy development and well-being of children through:

2.15.1. Parental resilience.

2.15.2. Knowledge of parenting and child development.

2.15.3. Social connections.

2.15.4. Concrete supports in times of need.

2.15.5. Social and emotional competence.

2.16. The Contractor shall promote prevention and service programs through outreach and marketing in order to increase parent and community awareness of services maximizing:

2.16.1. Attendance to events for families with children up to eight (8) years of age.

2.16.2. Attendance to professional development opportunities.

2.16.3. Awareness of community resources available in the state, region, and nationally.

2.17. The Contractor shall ensure professionals are trained to support, advise, and guide families by focusing on prevention and elimination of child abuse and neglect by training providers on:

2.17.1. Period of Purple Crying;

2.17.2. Strengthening Families Approach.

2.18. The Contractor shall utilize its current relationships in the community to continue improving coordination of services and referrals.

2.19. The Contractor shall have a minimum of one representative acceptable to the Department physically present at local and regional meetings to provide opportunities to build credibility and likeability among other providers in order to ensure local and regional agencies are confident referring clients for support and services.

2.20. The Contractor shall implement a Community Outreach and Marketing plan that ensures families throughout the region are aware of parental assistance programs through mediums that include, but are not limited to:

2.20.1. Social Media - The Contractor shall develop posts that promote evidence based parent support programs to target consumers and providers.

2.20.2. Traditional Media - The Contractor shall develop press releases announcing grant, programs, special events, inserts in calendar listings.

2.20.3. Website and Email - The Contractor shall create content to promote programs on the website, blogs, and email distribution list.

2.20.4. Grassroots Outreach - The Contractor shall develop flyers and submit to the Department for approval, upon approval the flyers shall be distributed and posted at community-based locations. The flyers shall give credit to the Department for the funding.

2.20.5. Networking - The Contractor shall partner with community-based providers to promote programs through their social media channels, websites, email lists and program recipients.

2.21. The Contractor shall ensure ongoing implementation efforts which may include, but are not limited to:

2.21.1. Tracking performance measures specific to the CIT multi-sectoral interventions.

2.21.2. PDSA-R cycles for quality improvement.

2.21.3. Collecting and participating in evaluation activities intended to result in:

2.21.3.1. Increase of effectiveness of population based prevention.

2.21.3.2. Increase in protective factors.

2.21.3.3. Reduction in child maltreatment reports.

3. DATA TRACKING

3.1. The Contractor shall maintain an Outcome Tracking System, as approved by the Department, which shall be implemented during the second year of the resulting contract.

3.2. The Contractor shall ensure the Outcome Tracking System is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the comprehensive planning process during the first year of contracted services. The Contractor shall:

3.2.1. Provide a fully managed Information Technology (IT) department to that includes, but is not limited to:

3.2.1.1. Dedicated response team.

3.2.1.2. Cybersecurity;

3.2.1.3. Dedicated response team with knowledge of state and federal privacy laws;

3.2.2. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.

3.2.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.

3.2.4. Track local data and monitor process and outcome indicators involved in the BSL method and CIT implementation.

3.2.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.

3.3. The Contractor shall develop plans to share non-personally identifiable data with the Department that includes, but is not limited to:

3.3.1. Pre-defined regional data definitions.

3.3.2. Measures of success.

3.3.3. Indicators of success to inform shared outcome metrics.

3.3.4. Personal characteristics and experiences of participants.

3.4. The Contractor shall work collaboratively with the State-identified Evaluation Contractor. This work shall include, but is not limited to:

3.4.1. Facilitate cross-system data definition processes and manage a shared-outcomes defining process and outcomes tracking system which shall include, but is not limited to:

3.4.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.

3.4.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.

3.4.1.3. Sharing of pre-defined regional data definitions.

3.4.1.4. Establishment of shared measures of success.

3.4.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.

3.4.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.

3.4.1.7. Participate in Data Work Group Committee to contribute feedback to the design and development of the Outcome Tracking System. This includes, but is not limited to:

3.4.1.8. Participation in outcomes tracking system training and technical assistance.

3.4.1.9. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.

3.4.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective leadership.

3.4.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.

4. Reporting

4.1. The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations. No personally identifiable data shall be included in these reports.

4.2. The Contractor, in conjunction with the CIT, shall complete and submit a Practice Plan no later than ninety (90) days after the contract effective date.

5. Performance Measures

5.1. The Contractor shall ensure a minimum of 90% of its CIT members participate in BSL training.

5.2. The Contractor shall track two (2) phases of performance measurement:

5.2.1. Year 1: Performance Measures for Planning Period, which includes, but is not limited to:

5.2.1.1. Every six (6) months, 90% of CIT membership will participate in BSL training workshops and evaluation activities.

5.2.1.2. Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.

5.2.1.3. CIT teams shall attend 90% of coaching sessions.

5.2.2. Year 2: The Contractor shall work with the Department to set performance measures for Year 2, at the conclusion of Year 1.

5.3. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved to the Department.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds, CFDA #93.670, DHHS, Administration for Children and Families, Federal Award Identification Number (FAIN), #90CA1858 and General Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3, Budget.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. All invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Public Health Services
   29 Hazen Drive
   Concord, NH 03301

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

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Community Collaborations to Strengthen and Preserve Families RFP-2019-DPHS-23-COMMU
(name of RFP)

Budget Period: March 6, 2019 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 9,134.00	$ 113.48	$ 10,000.48	$ -	$ -	$ -	$ 9,134.00	$ 113.48	$ 10,000.48
2. Employee Benefits	$ 2,809.53	$ 291.87	$ 3,101.40	$ -	$ -	$ -	$ 2,809.53	$ 291.87	$ 3,101.40
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 3,276.00	$ 327.60	$ 3,603.60	$ -	$ -	$ -	$ 3,276.00	$ 327.60	$ 3,603.60
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 17,317.73	$ 1,717.71	$ 19,035.44	$ -	$ -	$ -	$ 17,317.73	$ 1,717.71	$ 19,035.44
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,200.00	$ 120.00	$ 1,320.00	$ -	$ -	$ -	$ 1,200.00	$ 120.00	$ 1,320.00
6. Travel	$ 1,800.00	$ 180.00	$ 1,980.00	$ -	$ -	$ -	$ 1,800.00	$ 180.00	$ 1,980.00
7. Occupancy	$ 4,817.00	$ 481.70	$ 5,298.70	$ -	$ -	$ -	$ 4,817.00	$ 481.70	$ 5,298.70
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 300.00	$ 30.00	$ 330.00	$ -	$ -	$ -	$ 300.00	$ 30.00	$ 330.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 897.90	$ 89.79	$ 987.69	$ -	$ -	$ -	$ 897.90	$ 89.79	$ 987.69
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 332.50	$ 33.25	$ 365.75	$ -	$ -	$ -	$ 332.50	$ 33.25	$ 365.75
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 80.00	$ 8.00	$ 88.00	$ -	$ -	$ -	$ 80.00	$ 8.00	$ 88.00
10. Marketing/Communications	$ 3,040.00	$ 304.00	$ 3,344.00	$ -	$ -	$ -	$ 3,040.00	$ 304.00	$ 3,344.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 120,173.31	$ 13,047.73	$ 133,341.04	$ -	$ -	$ -	$ 120,173.31	$ 13,047.73	$ 133,341.04
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 193,315.97	$ 16,151.81	$ 209,467.78	$ -	$ -	$ -	$ 193,315.97	$ 16,151.81	$ 209,467.78

Indirect As A Percent of Direct: 8.4%

Manchester Community Health Center

Exhibit B-2
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Community Collaboratives to Strengthen and Preserve Families RFP-2019-DPHS-23-COMMU
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$0,000.00	$2,000.00	$52,000.00				$0,000.00	$2,000.00	$52,000.00
2. Employee Benefits	$4,170.00	$111.00	$4,281.00				$4,170.00	$111.00	$4,281.00
3. Consultants	$0,000.00	$0,000.00	$0,000.00				$0,000.00	$0,000.00	$0,000.00
4. Equipment:	-	-	-				-	-	-
Rental	-	-	-				-	-	-
Repair and Maintenance	-	-	-				-	-	-
Purchase/Depreciation	-	-	-				-	-	-
5. Supplies:									
Educational	$,000.00	$00.00	$,000.00				$,000.00	$00.00	$,000.00
Lab	-	-	-				-	-	-
Pharmacy	-	-	-				-	-	-
Medical	-	-	-				-	-	-
Office	$00.00	$0.00	$0.00				$00.00	$0.00	$0.00
6. Travel	$,000.00	$00.00	$,000.00				$,000.00	$00.00	$,000.00
7. Occupancy	-	-	-				-	-	-
8. Current Expenses	-	-	-				-	-	-
Telephone	-	-	-				-	-	-
Postage	$0.00	$.00	$.00				$0.00	$.00	$.00
Subscriptions	-	-	-				-	-	-
Audit and Legal	-	-	-				-	-	-
Insurance	-	-	-				-	-	-
Board Expenses	$,000.00	$,000.00	$0,000.00				$,000.00	$,000.00	$0,000.00
9. Software	$,000.00	$00.00	$,000.00				$,000.00	$00.00	$,000.00
10. Marketing/Communications	$,000.00	$00.00	$,000.00				$,000.00	$00.00	$,000.00
11. Staff Education and Training	$0,000.00	$,000.00	$0,000.00				$0,000.00	$,000.00	$0,000.00
12. Subcontracts/Agreements	$00,000.00	-	$00,000.00				$00,000.00	-	$00,000.00
13. Other (specific details mandatory):	-	-	-				-	-	-
	-	-	-				-	-	-
	-	-	-				-	-	-
TOTAL	$,000.00	$,000.00	$,000,000.00				$,000.00	$,000.00	$,000,000.00
Indirect As A Percent of Direct		0.0%							

Manchester Community Health

Exhibit B-3
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Community Collaboratives to Strengthen and Preserve Families RFP-2019-DPHS-23-CCSSBU
(Name of RFP)

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 3,371.00	$ 3,137.00	$ 6,508.00				$ 3,371.00	$ 3,137.00	$ 6,508.00
2. Employee Benefits	$ 421.00	$ 392.00	$ 813.00				$ 421.00	$ 392.00	$ 813.00
3. Consultants	$ 46,000.00	$ 8,000.00	$ 54,000.00				$ 46,000.00	$ 8,000.00	$ 54,000.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational	$ 240.00	$ 71.00	$ 311.00				$ 240.00	$ 71.00	$ 311.00
Lab									
Pharmacy									
Medical									
Office	$ 200.00	$ 60.00	$ 260.00				$ 200.00	$ 60.00	$ 260.00
6. Travel	$ 1,000.00	$ 300.00	$ 1,300.00				$ 1,000.00	$ 300.00	$ 1,300.00
7. Occupancy									
8. Current Expenses									
Telephone									
Postage	$ 25.00	$ 8.00	$ 33.00				$ 25.00	$ 8.00	$ 33.00
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses	$ 2,000.00	$ 600.00	$ 2,600.00				$ 2,000.00	$ 600.00	$ 2,600.00
9. Software	$ 1,000.00	$ 300.00	$ 1,300.00				$ 1,000.00	$ 300.00	$ 1,300.00
10. Marketing/Communications	$ 1,171.00	$ 316.00	$ 1,487.00				$ 1,171.00	$ 316.00	$ 1,487.00
11. Staff Education and Training	$ 8,000.00	$ 2,000.00	$ 10,000.00				$ 8,000.00	$ 2,000.00	$ 10,000.00
12. Subcontracts/Agreements	$ 125,000.00	$ -	$ 125,000.00				$ 125,000.00	$ -	$ 125,000.00
13. Other (specify details mandatory)	$ -	$ -	$ -				$ -	$ -	$ -
	$ -	$ -	$ -				$ -	$ -	$ -
	$ -	$ -	$ -				$ -	$ -	$ -
TOTAL	$ 194,428.00	$ 15,413.00	$ 209,840.00				$ 194,428.00	$ 15,413.00	$ 209,840.00

Indirect As A Percent of Direct: 8.1%

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

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

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

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

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

6/4/19
Date

Name: Kris Wetherbee
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Vendor Name:

6/4/19
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

Vendor Name:

6/4/19
Date

Name: Kristi Mclaughlin
Title: President / CEO

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit G

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/4/19
Date

Name: Kris Mcfadden
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 Vendor 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 Vendor 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.

Vendor Name:

6/4/19
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Lisa Morris	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
Director, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
6/6/19	6/4/19
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

Vendor Name:

6/4/19
Date

Name: Kris Wellacker
Title: President/CEO

FORM A

As the Vendor 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: 928664 9370000

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Collaborations to Strengthen and Preserve Families Contract

This 2nd Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), as amended on August 26, 2020, (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,551,925.

3. Modify Exhibit A, Scope of Services Section 3 Data Tracking, to read:

   3. Reporting Requirements and Data Entry

      3.1. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the QuickBase data system. The Protective Factors Surveys Online Data System (PFSODS) will also be used to collect parent surveys.

      3.2 The Contractor shall maintain and collect data from the Outcome Tracking System, QuickBase, the Contractor shall collect the following:

         3.2.1. Parent Data:

            3.2.1.1 First, Last Name
            3.2.1.2 DOB;
            3.2.1.3. Medicaid ID;
            3.2.1.4. Address;
            3.2.1.5. Phone;
            3.2.1.6. Town/City;
            3.2.1.8. State;
            3.2.1.9. Zip Code;
            3.2.1.10. Email;
            3.2.1.11. Other Languages Spoken;

3.2.1.12. Parent Education Status;

3.2.1.13. Sex;

3.2.1.14. Ethnicity;

3.2.1.15. Race;

3.2.1.16. Marital Status;

3.2.1.17. Household composition;

3.2.1.18. Military Family;

3.2.1.19. Disability status;

3.2.1.20. Employment status;

3.2.1.21. Health insurance status;

3.2.1.22. Housing type;

3.2.1.23. Transportation;

3.2.1.24. Public Assistance;

3.2.1.25. Telecommunications / Internet;

3.2.1.26. Preferred language

3.2.2. Child Data:

3.2.2.1. First, Last;

3.2.2.2. DOB / Age in Years;

3.2.2.3. Child Primarily Lives With & Relationship to Child;

3.2.2.4. Child Preferred Language;

3.2.3. All encounters captured in the QuickBase data system with the family members which shall include but not limited to:

3.2.3.1. Types of services and service dates.

3.2.3.2. Dates and types of supports provided to the family such as: parent education classes, support groups, home visits, virtual visits, and access to concrete supports.

3.2.4. All service referrals captured within the QuickBase data system to partner agencies which include:

3.2.4.1. Date of referral.

3.2.4.2. Purpose of referral.

3.2.4.3. Name of agency referred to.

3.3. The Contractor shall obtain parental release/authorization to share Name, DOB and statistical information with the Department and the contractor will share the following data with the Department:

3.3.1. Parent Data:

3.3.1.1 First, Last name

3.3.1.2 DOB;

3.3.1.3. Medicaid ID;

3.3.1.4 QuickBase Family and Participant ID;

3.3.1.5. Town/City/ Zip Code; 3.3.1.6. Other Languages Spoken;

3.3.1.7. Parent Education Status;

3.3.1.8. Sex;

3.3.1.9. Ethnicity;

3.3.1.10. Race;

3.3.1.11. Marital Status;

3.3.1.12. Household composition;

3.3.1.13. Military Family;

3.3.1.14. Disability status;

3.3.1.15. Employment status;

3.3.1.16. Health insurance status;

3.3.1.17. Housing type;

3.3.1.18. Transportation;

3.3.1.19. Public Assistance;

3.3.1.20. Telecommunications / Internet;

3.3.1.21. Preferred language

3.3.1.22. PFS-2 Concrete Supports Subscale Parental Survey

3.3.1.23. PFS-2 Retrospective (Pre/Post) Parental Survey

3.3.2. Child Data:

3.3.2.1. First, Last Name

3.3.2.2. DOB / Age in Years ;

3.3.2.3. QuickBase Family and Participant ID;

3.3.2.4. Child Primarily Lives With & Relationship to Child;

3.3.2.5. Child Preferred Language;

3.3.3. All encounters captured within the QuickBase data system provided with the family members, which shall include, but is not limited to:

3.3.3.1. Type of contact with the family and Date.

3.3.3.2. Type of services and supports and Date provided to the family, which includes:

3.3.3.2.1. Parent support groups, parent education classes;

3.3.3.2.2. Individual crisis support and educational topics reviewed during contact with the family such as injury prevention, nurturing and attachment, etc; and

3.3.3.2.3. Concrete supports provided including facilitating access to EITC and economic resources.

3.3.4. All service referrals captured in the QuickBase data system, ~~which~~shall include, but is not limited to:

RB

3.3.4.1. Referral date.

3.3.4.2. Referral purpose.

3.3.4.3. Name of agency referred to.

3.4. The Contractor shall utilize the PFSODS to collect parental surveys which are used as a tool to measure increases in parental protective factors as well as to determine immediate needs and inform service planning during the family intake process.

3.5. The Contractor shall provide to the Department at least quarterly new Protective Factors Surveys completed for each parent enrolled in the Community Collaborations program. The PFS-2 Concrete Supports Subscale Survey shall be completed at the intake stage to determine immediate needs and assist in initial service planning with the family. The PFS-2 Retrospective Survey shall be completed at 6 months and can be repeated and/or after at least 12 hours of services received by the family. The surveys sent to the Department shall include:

3.3.1. PFS-2 Concrete Supports Subscale survey; and

3.3.2. PFS-2, Retrospective (pre/post) Survey

3.6. The Contractor shall ensure the Outcome Tracking System is HIPPA Compliant with 42 CFR Part 2 in the event that any of the information is either a Part 2 record or information, and compliant with all applicable state confidentiality laws, and is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the pre-implementation planning period of Community Collaborations. The Contractor shall:

3.6.1. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.

3.6.2. Use the Predict, Align, Prevent data modeling to inform targeted service innovations within the contractor community which should include engagement with state, PAP program staff, community implementation team members and update to the evaluator on what those planned innovations are as outlined in the Plan Do Study Act cycles.

3.6.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.

3.6.4. Track local data and monitor process and outcome indicators involved in the Boundary Spanning Leadership (BSL) framework and Community Implementation Team (CIT) implementation.

3.6.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.

3.6.6. Engage in pre-implementation trainings such as: (1) QuickBase data platform, (2) Protective Factors Survey-2 tool administration and (3) Onboarding Staff to data collection relating to Data Collection and family engagement in the intake process.

3.7. The Contractor shall work collaboratively under the direction of the Department, with the State-identified Evaluation Contractor. This work shall include, but is not limited to:

3.7.1. Facilitating cross-system data definition processes and managing a shared-outcomes defining process and outcomes tracking system which shall

include, but is not limited to:

3.7.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.

3.7.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.

3.7.1.3. Sharing of pre-defined regional data definitions.

3.7.1.4. Establishment of shared measures of success.

3.7.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.

3.7.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.

3.7.1.7. Participation in outcomes tracking system training and technical assistance.

3.7.1.8. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.

3.8.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective impact.

3.9.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.

4. Modify Exhibit A, Scope of Services Section 4 Reporting, Subsection 4.1, to read:

   4.1 The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations.

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-5 Amendment #2, Budget.

6. Add Exhibit B-4 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-5 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/6/2021
Date

DocuSigned by:
Lisa M. Morris
D938DBFB8CA54A0...

Name: Lisa M. Morris
Title: Director, Division of Public Health Srvcs.

Lakes Region Community Services

1/5/2021
Date

DocuSigned by:
Rebecca Bryant
1060EE9378DC4E0...

Name: Rebecca Bryant
Title: CEO

New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
D5CA9202E32C4AE...

1/6/2021
Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4 Amendment #2, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Lakes Region Community Services Council

Budget Request for: Community Collaborations
Project Title

Budget Period: 7/1/21-6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 124,446.40	$ -	$ 124,446.40	$ -	$ -	$ -	$ 124,446.40	$ -	$ 124,446.40
2. Employee Benefits	$ 48,534.10	$ -	$ 48,534.10	$ -	$ -	$ -	$ 48,534.10	$ -	$ 48,534.10
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ 1,450.00	$ -	$ 1,450.00	$ -	$ -	$ -	$ 1,450.00	$ -	$ 1,450.00
Rental	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,199.90	$ -	$ 2,199.90	$ -	$ -	$ -	$ 2,199.90	$ -	$ 2,199.90
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -	$ 850.00	$ -	$ 850.00
6. Travel	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000.00	$ -	$ 9,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,100.00	$ -	$ 1,100.00	$ -	$ -	$ -	$ 1,100.00	$ -	$ 1,100.00
Insurance	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -	$ 850.00	$ -	$ 850.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00
11. Staff Education and Training	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00
12. Subcontracts/Agreements	$ 36,000.00	$ -	$ 36,000.00	$ -	$ -	$ -	$ 36,000.00	$ -	$ 36,000.00
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
parent barrier reduction incentives	$ 8,500.00	$ -	$ 8,500.00	$ -	$ -	$ -	$ 8,500.00	$ -	$ 8,500.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -	$ 300,000.00

Indirect As A Percent of Direct: 0.0%

DS
KB

Contractor Initials

Date 1/5/2021

Exhibit B-5 Amendment #2, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Lakes Region Community Services Council

Budget Request for: Community Collaborations
(Program Title)

Budget Period: 7/1/23-6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 126,024.96	$ -	$ 126,024.96	$ -	$ -	$ -	$ 126,024.96	$ -	$ 126,024.96
2. Employee Benefits	$ 50,409.84	$ -	$ 50,409.84	$ -	$ -	$ -	$ 50,409.84	$ -	$ 50,409.84
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
Rental	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -	$ 850.00	$ -	$ 850.00
6. Travel	$ 7,500.00	$ -	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00
7. Occupancy	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000.00	$ -	$ 9,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,100.00	$ -	$ 1,100.00	$ -	$ -	$ -	$ 1,100.00	$ -	$ 1,100.00
Insurance	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -	$ 850.00	$ -	$ 850.00
Board Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 8,665.20	$ -	$ 8,665.20	$ -	$ -	$ -	$ 8,665.20	$ -	$ 8,665.20
11. Staff Education and Training	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00
12. Subcontracts/Agreements	$ 34,000.00	$ -	$ 34,000.00	$ -	$ -	$ -	$ 34,000.00	$ -	$ 34,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
parent barrier resolution incentives	$ 8,300.00	$ -	$ 8,300.00	$ -	$ -	$ -	$ 8,300.00	$ -	$ 8,300.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -	$ 300,000.00
Indirect As A Percent of Direct		0.0%							

DS
KB

Contractor Initials

Date 1/5/2021

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 registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109
Certificate Number : 0004886293

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. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Jeanin Onos_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _Lakes Region Community Services Council_____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _December 16,_____, 2020____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _Rebecca Bryant, President and CEO_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _Lakes Region Community Services Council_ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 1/5/2021

Signature of Elected Officer
Name: Jeanin Onos
Title: Treasurer

Client#: 1842747 LAKESREG5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/07/2021

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

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

PRODUCER	CONTACT NAME: Elizabeth Mailhot
USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS: Elizabeth.Mailhot@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	32204
INSURER B : Granite State Work Comp Manuf	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lakes Region Community Services Council
719 North Main Street
Laconia, NH 03246

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	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2206844	12/01/2020	12/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$5,000
	POLICY PRO-JECT X LOC						PERSONAL & ADV INJURY	$1,000,000
	OTHER:						GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY			PHPK2206840	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB746405	12/01/2020	12/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0120211002953	01/01/2021	01/01/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Abuse			PHPK2206844	12/01/2020	12/01/2021	$1,000,000 / $3,000,000	
A	Professional			PHPK2206844	12/01/2020	12/01/2021	$1,000,000 / $3,000,000	

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & 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

Todd

EXMCD

LAKES REGION COMMUNITY SERVICES

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, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements
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, 2020 and 2019, 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, 2020.

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the 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 Lakes Region Community Services Council, Inc. as of June 30, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 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.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 9, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information
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 20-22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

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

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated October 9, 2020, on our consideration of Lakes Region Community Services Council, Inc.'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 the effectiveness of Lakes Region Community Services Council, Inc.'s 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 Lakes Region Community Services Council, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
October 9, 2020

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and cash equivalents	$ 6,090,997	$ 4,663,758
Accounts receivable:		
Medicaid	2,560,926	612,598
Other, net of allowance for doubtful accounts of $50,000 at June 30, 2020 and 2019	443,943	286,337
Prepaid expenses	53,598	29,132
Total current assets	9,149,464	5,591,825
PROPERTY AND EQUIPMENT, NET	3,454,418	3,444,274
OTHER ASSETS		
Due from affiliates, net	79,985	57,267
Deposits	37,779	37,779
Total other assets	117,764	95,046
Total assets	$ 12,721,646	$ 9,131,145

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 1,111,944	$ 723,422
Accrued salaries, wages, and related expenses	616,961	452,517
Accrued earned time	335,958	305,524
Refundable advances	160,551	121,549
Other accrued expenses	380,797	146,557
Total current liabilities	2,606,211	1,749,569
LONG TERM LIABILITIES		
State of NH - Emergency Healthcare System Relief loan	50,000	-
Paycheck Protection Program loan	2,739,774	-
Total long term liabilities	2,789,774	-
Total liabilities	5,395,985	1,749,569
NET ASSETS		
Without donor restrictions	6,074,046	6,079,798
With donor restrictions	1,251,615	1,301,778
Total net assets	7,325,661	7,381,576
Total liabilities and net assets	$ 12,721,646	$ 9,131,145

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2020	2019
CHANGES IN NET ASSETS				
Revenues				
Program fees	$ 1,531,460	$ -	$ 1,531,460	$ 1,478,072
Medicaid	22,409,638	-	22,409,638	21,326,918
Client resources	93,447	-	93,447	97,250
Other third party payers	1,463	-	1,463	5,281
Public support	533,685	-	533,685	490,077
Private foundations	192,163	-	192,163	78,500
Production/service income	119,584	-	119,584	169,225
Investment	24,647	-	24,647	24,491
State of New Hampshire - DDS	1,368,101	-	1,368,101	1,322,817
Management fees	14,400	-	14,400	14,616
Other	1,213,220	-	1,213,220	452,977
Total revenues	27,501,808	-	27,501,808	25,460,224
Expenses				
Program services				
Service coordination	1,057,722	-	1,057,722	1,085,925
Day programs	3,228,898	-	3,228,898	3,882,692
Early intervention	681,659	-	681,659	696,826
Enhanced family care	3,309,717	-	3,309,717	3,204,420
Community options	208,225	-	208,225	335,310
Community residences	10,598,006	-	10,598,006	8,714,212
Transportation	45,234	-	45,234	93,507
Family support	4,098,763	-	4,098,763	3,888,473
Other DDS	22,796	-	22,796	91,826
Other programs	1,452,563	-	1,452,563	1,130,021
Supporting activities				
General management	2,661,292	50,163	2,711,455	2,180,759
Fundraising	142,685	-	142,685	140,506
Total expenses	27,507,560	50,163	27,557,723	25,444,477
CHANGE IN NET ASSETS	(5,752)	(50,163)	(55,915)	15,747
NET ASSETS, BEGINNING OF YEAR	6,079,798	1,301,778	7,381,576	7,365,829
NET ASSETS, END OF YEAR	$ 6,074,046	$ 1,251,615	$ 7,325,661	$ 7,381,576

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (55,915)	$ 15,747
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	245,964	247,854
(Increase) decrease in assets:		
Accounts receivable	(2,105,934)	(150,576)
Prepaid expenses	(24,466)	(2,064)
Increase (decrease) in liabilities:		
Accounts payable	388,522	(49,525)
Accrued salaries, wages, and related expenses	164,444	(162,131)
Accrued earned time	30,434	3,435
Refundable advances	39,002	59,902
Other accrued expenses	234,240	20,344
NET CASH USED IN OPERATING ACTIVITIES	(1,083,709)	(17,014)
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(256,108)	(42,197)
NET CASH USED IN INVESTING ACTIVITIES	(256,108)	(42,197)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Payroll Protection Program loan	2,739,774	-
Proceeds from State of NH - Emergency Healthcare System Relief loan	50,000	-
Increase in due from affiliates	(22,718)	(57,267)
Decrease in due to affiliates	-	(50,359)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	2,767,056	(107,626)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,427,239	(166,837)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	4,663,758	4,830,595
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 6,090,997	$ 4,663,758

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	Day Programs	Early Intervention	Enhanced Family Care	Community Options
PERSONNEL COSTS					
Salaries and wages	$ 669,539	$ 1,925,289	$ 401,331	$ 221,144	$ 135,895
Employee benefits	196,952	554,044	119,562	65,898	38,788
Payroll taxes	48,254	143,338	29,316	16,104	9,374
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	43,055	-	-	2,939,500	-
Accounting/auditing	-	-	-	-	-
Legal	3,214	-	-	-	-
Subcontract services	-	120	89,166	-	-
Other professional fees	43,201	-	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	535	-
Conference/conventions	841	-	75	-	-
Other staff development	(841)	26,539	(725)	-	-
OCCUPANCY COSTS					
Rent	-	84,022	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	8,862	-	-	-
Repairs and maintenance	-	2,366	-	-	-
Other occupancy costs	30,060	28,181	24,280	13,832	2,173
CONSUMABLE SUPPLIES					
Office supplies and equipment under $2,500	2,805	5,401	3,397	1,105	-
Building/household	18	720	-	178	-
Client	1,201	1,521	-	15,353	407
Medical supplies	-	135	-	-	-
ASSISTANCE TO INDIVIDUALS	4,129	-	-	1,909	-
PRODUCT SALES	-	17,680	-	-	-
EQUIPMENT RENTAL	-	165	-	200	-
EQUIPMENT MAINTENANCE	-	388	-	1,173	-
DEPRECIATION	-	11,020	-	-	-
ADVERTISING	-	123	-	1,061	-
PRINTING	-	-	-	-	-
TELEPHONE	16	9,243	-	15	-
POSTAGE	-	12	-	-	-
TRANSPORTATION	15,322	319,264	13,905	29,626	21,581
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	9,025	-	-	-
CLIENT PAYMENTS	-	76,054	392	94	7
OTHER	(44)	5,386	960	1,990	-
TOTAL FUNCTIONAL EXPENSES	$ 1,057,722	$ 3,228,898	$ 681,659	$ 3,309,717	$ 208,225

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Residences	Transportation	Family Support	Other DDS	General Management
PERSONNEL COSTS					
Salaries and wages	$ 3,653,793	$ 20,560	$ 1,113,971	$ -	$ 1,151,875
Employee benefits	1,028,826	6,290	315,591	-	331,823
Payroll taxes	269,044	1,516	82,727	-	85,287
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	749
Client treatment & therapies	146,982	-	1,789,566	-	1,032
Accounting/auditing	-	-	-	-	95,386
Legal	-	-	-	-	4,086
Subcontract services	4,647,711	-	456,396	-	-
Other professional fees	-	-	9,045	9,388	195,167
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	394
Conference/conventions	-	-	390	-	7,880
Other staff development	141	-	-	-	33,190
OCCUPANCY COSTS					
Rent	185,100	-	100	-	-
Mortgage payments	9,165	-	-	-	-
Utilities	100,867	-	-	-	49,547
Repairs and maintenance	66,088	-	-	-	109,348
Other occupancy costs	191,344	-	10,604	-	(185,566)
CONSUMABLE SUPPLIES					
Office supplies and equipment under $2,500	12,497	7	25	-	35,343
Building/household	25,208	-	-	-	2,975
Client	102,385	-	3,827	13,382	6,506
Medical supplies	5,056	-	4,013	26	2,804
ASSISTANCE TO INDIVIDUALS	714	-	61,987	-	3,667
PRODUCT SALES	40	-	-	-	17
EQUIPMENT RENTAL	-	-	-	-	25,731
EQUIPMENT MAINTENANCE	14,352	-	1,215	-	24,916
DEPRECIATION	30,979	13,806	-	-	188,937
ADVERTISING	-	-	113	-	41,268
PRINTING	-	-	-	-	2,592
TELEPHONE	6,635	-	-	-	59,359
POSTAGE	-	-	-	-	17,378
TRANSPORTATION	99,185	3,055	180,454	-	-
INSURANCE	-	-	100	-	165,090
MEMBERSHIP DUES	-	-	46,745	-	55,883
CLIENT PAYMENTS	234	-	149	-	6,207
OTHER	1,660	-	21,745	-	192,584
TOTAL FUNCTIONAL EXPENSES	$ 10,598,006	$ 45,234	$ 4,098,763	$ 22,796	$ 2,711,455

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Fundraising	Total DDS Funded	Total Non-DDS Funded	2020 Totals	2019 Totals
PERSONNEL COSTS					
Salaries and wages	$ 88,192	$ 9,381,589	$ 918,474	$ 10,300,063	$ 10,150,156
Employee benefits	25,373	2,683,147	265,189	2,948,336	2,761,969
Payroll taxes	6,570	691,530	67,516	759,046	755,779
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	-	4,920,135	24,759	4,944,894	4,665,356
Accounting/auditing	-	95,386	-	95,386	101,500
Legal	-	7,300	-	7,300	4,015
Subcontract services	-	5,193,393	9,100	5,202,493	3,793,712
Other professional fees	10,370	267,171	-	267,171	297,476
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	35	964	-	964	451
Conference/conventions	1,504	10,690	1,478	12,168	21,959
Other staff development	-	58,304	5,755	64,059	42,087
OCCUPANCY COSTS					
Rent	-	269,222	-	269,222	283,420
Mortgage payments	-	9,165	-	9,165	9,023
Utilities	-	159,276	24	159,300	165,944
Repairs and maintenance	-	177,802	639	178,441	192,401
Other occupancy costs	-	114,908	79,212	194,120	89,076
CONSUMABLE SUPPLIES					
Office supplies and equipment under $2,500	720	61,300	12,182	73,482	130,594
Building/household	-	29,099	33	29,132	22,451
Client	349	144,931	8,920	153,851	149,531
Medical supplies	-	12,034	49	12,083	11,614
ASSISTANCE TO INDIVIDUALS	-	72,406	10,504	82,910	31,798
PRODUCT SALES	-	17,737	-	17,737	24,821
EQUIPMENT RENTAL	-	26,096	-	26,096	23,785
EQUIPMENT MAINTENANCE	-	42,044	-	42,044	26,733
DEPRECIATION	-	244,742	1,222	245,964	247,854
ADVERTISING	1,490	44,055	4,000	48,055	41,453
PRINTING	4,330	6,922	-	6,922	4,396
TELEPHONE	-	75,268	-	75,268	57,582
POSTAGE	1,057	18,447	35	18,482	17,928
TRANSPORTATION	-	682,392	40,082	722,474	870,381
INSURANCE	-	165,190	-	165,190	110,247
MEMBERSHIP DUES	1,885	113,538	450	113,988	146,132
CLIENT PAYMENTS	-	83,137	1,172	84,309	101,838
OTHER	810	225,091	1,768	226,859	91,015
TOTAL FUNCTIONAL EXPENSES	$ 142,685	$ 26,105,160	$ 1,452,563	$ 27,557,723	$ 25,444,477

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

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 financial statements of the Council have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Council to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Council. These net assets may be used at the discretion of the Council's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Council or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of June 30, 2020 and 2019, the Council had net assets with donor restrictions and net assets without donor restrictions.

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Council's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Council's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Council's operations could also be impacted should the disruptions from COVID-19 lead to changes in client behavior. The COVID-19 impact on the capital markets could also impact the Council's cost of borrowing. There are certain limitations on the Council's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

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 activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. 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.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

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 net assets with donor restrictions, 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 net assets without donor restrictions.

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 and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2020 and 2019.

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, 2019, 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 2017.

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. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Direct assignment
All other expenses	Direct assignment

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.

New Accounting Pronouncement

During the year, the Council adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

2. LIQUIDITY AND AVALIBILITY

The following represents the Council's financial assets as of June 30, 2020 and 2019:

	2020	2019
Cash and cash equivalents	$ 6,090,997	$ 4,663,758
Accounts receivable:		
Medicaid	2,560,926	612,598
Other, net	443,943	286,337
Deposits	37,779	37,779
Total financial assets	$ 9,133,645	$ 5,600,472
Less amounts not available to be used within one year:		
Deposits	$ 37,779	$ 37,779
Financial assets available to meet general expenditures over the next twelve months	$ 9,095,866	$ 5,562,693

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately $6.73 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. PROPERTY AND EQUIPMENT

As of June 30, 2020 and 2019, property and equipment consisted of the following:

	2020	2019
Buildings and improvements	$ 4,141,347	$ 3,936,642
Leasehold improvements	393,215	393,215
Furniture, fixtures and equipment	837,434	781,138
Vehicles	173,352	173,352
Land	152,200	152,200
Construction in progress	-	4,893
Total	5,697,548	5,441,440
Less accumulated depreciation	2,243,130	1,997,166
Property and equipment, net	$ 3,454,418	$ 3,444,274

Depreciation expense for the years ended June 30, 2020 and 2019 amounted to $245,964 and $247,854, respectively.

4. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to $3,000,000 and is renewable annually. Effective January 27, 2020 the Council renewed the revolving line of credit through December 31, 2020, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 11). At June 30, 2020 and 2019, the interest was stated at the bank's prime rate of 3.25% and 5.50%, respectively. There was no amount outstanding on this line of credit at June 30, 2020 and 2019.

5. PAYCHECK PROTECTION PROGRAM LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a Payroll Protection Program loan through the Small Business Administration. Loan forgiveness is possible if certain criteria are met. Any amounts not forgiven are to be repaid over a two-year period, with payments deferred for the first six months. Interest would be stated at 1%. As of the date of the audit report, the amount of the loan that will be eligible for forgiveness is unknown. The loan amounted to $2,739,774, at June 30, 2020, and is recorded as a liability on the accompanying statement of financial position.

6. STATE OF NH – EMERGENCY HEALTHCARE SYSTEM RELIEF LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a loan through the State of New Hampshire Department of Health and Human Services' COVID-19 Emergency Healthcare System Relief Fund. The loan will mature 180 days after the expiration of the State of Emergency declared by the governor of NH. At the discretion of the lender, the loan may be forgiven and converted to a grant contingent upon certain criteria being met. As of the date of the audit report, the State of New Hampshire remained under the State of Emergency declaration. The loan amounted to $50,000 at June 30, 2020, and is recorded as a liability on the accompanying statement of financial position.

7. NET ASSETS

Net assets with donor restrictions were made up of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year deprecation on the building. The amount of net assets with donor restrictions were $1,251,615 and $1,301,778 for the years ended June 30, 2020 and 2019, respectively.

8. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2020 and 2019, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 2% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2020 and 2019 was $78,621 and $60,666, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2020 and 2019, approximately 81% and 84%, respectively, 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 Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 85% and 68% of the total accounts receivable balances at June 30, 2020 and 2019, respectively.

10. 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 $295,318 and $307,205 for the years ended June 30, 2020 and 2019, respectively.

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

Year Ending June 30	Amount
2021	$ 160,173
2022	89,502
2023	77,640
2024	77,640
2025	17,995
Total	$ 422,910

Refer to Note 11 for information regarding a lease agreement with a related party.

11. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

Related Party	Function
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

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:

Received From:	2020	2019	Purpose
Genera Corporation	$ 14,400	$ 14,400	Management, Accounting and Financial Services
Genera Corporation	$ 14,988	$ 14,988	Insurance Reimbursement
Lakes Region Community Services Foundation	$ 63,000	$ 20,000	Program Support

Paid To:	2020	2019	
Genera Corporation	$ 109,800	$ 109,800	Rental of Homes
Lakes Region Community Services Foundation	$ 15,000	$ 60	Foundation Contributions

Due (To)/From:	2020	2019
Genera Corporation	$ 33,771	$ 4,272
Greater Laconia Transit Agency	61,214	61,214
Lakes Region Community Services Foundation	(15,000)	(8,219)
	$ 79,985	$ 57,267

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 note payable is guaranteed by 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 $109,800, 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 years ended June 30, 2020 and 2019.

The Council had expensed these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency had recorded the advances as deferred revenue and recognized the 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 $6,312 for the years ended June 30, 2019. No amounts were included in revenue or expense during the year ended June 30, 2020.

12. 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, 2020.

13. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2020 and 2019, client funds held by the Council aggregated $452,318 and $260,453, respectively.

14. 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, 2020 and 2019. 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, 2020 and 2019, cash balances in excess of FDIC coverage aggregated $862,551 and $852,568, respectively.

15. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of $250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 9, 2020, the date the June 30, 2020 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	Day Programs	Early Intervention	Enhanced Family Care	Community Options
Program fees	$ 5,908	$ 36,177	$ 13,189	$ 811,044	$ -
Medicaid	929,103	3,337,199	595,451	3,341,361	216,917
Client resources	-	5,994	-	25,899	4,965
Other third party payers	1,463	-	-	-	-
Public support	-	20,000	-	-	-
Private foundations	-	-	-	-	-
Production/service income	465	115,752	3,047	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	163,010	-	-
Management fees	-	-	-	-	-
Other	1,996	97,910	195	162,085	8,215
TOTAL FUNCTIONAL REVENUES	$ 938,935	$ 3,613,032	$ 774,892	$ 4,340,389	$ 230,097

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Residences	Family Support	Transportation	Other DDS	General Management
Program fees	$ 483,470	$ 829	$ -	$ 39,903	$ 79,757
Medicaid	9,283,305	4,549,912	-	-	-
Client resources	38,070	18,519	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	(4,728)
Private foundations	-	-	-	-	20,000
Production/service income	-	-	-	-	-
Investment	-	-	-	-	24,647
State of New Hampshire - DDS	178,887	108,268	-	-	917,936
Management fees	-	-	-	-	14,400
Other	262,544	31,064	-	-	182,499
TOTAL FUNCTIONAL REVENUES	$ 10,246,276	$ 4,708,592	$ -	$ 39,903	$ 1,234,511

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Fundraising	Total DDS Funded	Total Non-DDS Funded	2020 Totals	2019 Totals
Program fees	$ -	$ 1,470,277	$ 61,183	$ 1,531,460	$ 1,478,072
Medicaid	-	22,253,248	156,390	22,409,638	21,326,918
Client resources	-	93,447	-	93,447	97,250
Other third party payers	-	1,463	-	1,463	5,281
Public support	6,061	21,333	512,352	533,685	490,077
Private foundations	-	20,000	172,163	192,163	78,500
Production/service income	-	119,264	320	119,584	169,225
Investment	-	24,647	-	24,647	24,491
State of New Hampshire - DDS	-	1,368,101	-	1,368,101	1,322,817
Management fees	-	14,400	-	14,400	14,616
Other	1,067	747,575	465,645	1,213,220	452,977
TOTAL FUNCTIONAL REVENUES	$ 7,128	$ 26,133,755	$ 1,368,053	$ 27,501,808	$ 25,460,224

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
U.S. DEPT. OF HEALTH AND HUMAN SERVICES			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-5000734-42106802	$ 4,000
Promoting Safe and Stable Families	93.556	102-5000734-42107306	18,398
TANF CLUSTER			
Temporary Assistance for Needy Families	93.558	102-5000734-45030353	134,441
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	32,444
			166,885
Maternal & Child Health Services Block Grant for States	93.994	102-5000734-90004009	4,911
Social Services Block Grant	93.667	102-5000734-42106603	68,987
Department of Health and Human Services, Office of Human Services,			
Social Services Block Grant	93.667	05-95-48-481010-9255	160,175
			229,162
Child Abuse and Neglect Discretionary Activities	93.670	102-5000731-90070470	42,085
AGING CLUSTER			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	20,794
Total U.S. Department of Health and Human Services			$ 486,235
U.S. DEPARTMENT OF EDUCATION			
Department of Health and Human Services, Office of Human Services, Division of Long Term Supports and Services			
Special Education - Grants for Infants and Families	84.181A	05-95-93-930010-7852	$ 102,760
Total U.S. Department of Education			$ 102,760
U.S. DEPARTMENT OF THE TREASURY			
Passed through State of New Hampshire			
Governor's Office of Emergency Relief and Recovery			
COVID-19 Long Term Care Stabilization Program			
Coronavirus Relief Fund	21.019	N/A	$ 731,657
Total U.S. Department of the Treasury			$ 731,657
Total expenditures of federal awards			$ 1,320,652

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2020

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Lakes Region Community Services Council, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lakes Region Community Services Council, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of Lakes Region Community Services Council, Inc.

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 the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amount reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Lakes Region Community Services Council, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under Uniform Guidance.

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LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lakes Region Community Services Council, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and the related 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, 2020, and have issued our report thereon dated October 9, 2020.

Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered Lakes Region Community Services Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
October 9, 2020

Leone, McDonnell & Roberts
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LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

Report on Compliance for Each Major Federal Program
We have audited Lakes Region Community Services Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lakes Region Community Services Council, Inc.'s major federal programs for the year ended June 30, 2020. Lakes Region Community Services Council, Inc.'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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

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

Opinion on Each Major Federal Program
In our opinion, Lakes Region Community Services Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance
Management of Lakes Region Community Services Council, Inc. 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 Lakes Region Community Services Council, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
October 9, 2020

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Lakes Region Community Services Council, Inc. were prepared in accordance with GAAP.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Lakes Region Community Services Council, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Lakes Region Community Services Council, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).

7. The program tested as major programs was: U.S. Department of the Treasury, Coronavirus Relief Fund, CFDA 21.019.

8. The threshold for distinguishing between Type A and B programs was $750,000.

9. Lakes Region Community Services Council, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

Lakes Region Community Services

Board of Directors 2020 – 2021
Board List

Gary Lemay, President
NH Electrical Cooperative

Margaret Selig, Vice President
Retired

Rosa Michaud, Secretary
Bank of New Hampshire

Jeanin Onos, Treasurer
Bank of New Hampshire

R. Stuart Wallace, Past President
NH Technical Institute

Carrie Chase, Member-at-Large
United Postal Service

Lynn Hilbrunner, Member-at-Large
NH Veterans Home

DIRECTORS

Randy Perkins
Eversource

Richard Crocker
Retired

Garrett Lavallee
Spaulding Youth Center

Catherine Walker
LR General Hospital

Thomas Costigan Jr.
Speare Memorial Hospital

Kurt Christensen
Owl's Nest Resort & Golf Club

Kirk Beattie
Laconia Fire Department

Heather Dockham
Bank of New Hampshire

Pamela Hannett
Traction on Demand

Matthew Canfield, ***Director Emeritus***
Laconia Police Department

Rebecca L. Bryant

EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

- Management Award
- NH Small Business Institute Project of the Year
- Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a $30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

Director of Finance April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of $30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the $2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. 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. As part of accounting function maintained two day month end close with a manual closing system. 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.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire
Hyperion Administrator July 2000-August 2000
Assistant Hyperion Administrator January 1999-July 2000
Assistant Treasury Manager October 1997-January 1999

As ***Hyperion Administrator***, 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, troubleshot 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.

SKILLS, CERTIFICATIONS

- Justice of the Peace, State of New Hampshire
- Notary Public, State of New Hampshire
- Leadership Lakes Region Class of 2008
- Proficiency in all Microsoft Office Applications
- Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
- Paylocity, ADP and Harper's Payroll Systems
- Business Process Kaizen
- LEAN

BOARD SERVICE

- Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
- Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
- Board Member, Genera Corporation, 2016 – Current
- Corporator, Franklin Savings Bank

COMMUNITY SERVICE

- Middle Level Steering Committee, Moultonborough School District 2017 – Current
- Superintendent Search Committee, Moultonborough School District, 2016 - 2017
- Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
- Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
- Den leader, Cub Scout Pack 369 2005 – 2015
- Advancements Chair, Cub Scout Pack 369 2005 – 2009
- Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
- Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
- Youth Basketball Coach 2013 – 2014
- Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
- Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010

~References Available Upon Request~

Erin Pettengill, M.S.

WORK EXPERIENCE

Family Resource Center Director- December 1, 2015-present Lakes Region Community Services Laconia, NH
As the director of the Family Resource Center I am responsible for the comprehensive family support services for 1200 families in Central NH. I oversee the management of programs including Early Supports and Services, the Autism Center, Step Ahead. I am responsible for staff of 20, including physical therapists, family support aides and program managers. A significant part of my job is to research and apply for grants to support families in catchment area. Grants awarded include funding from the Linden Foundation, Pardoe Foundation and the Van Otterloo Grant. I also represent LRCS on community and statewide initiatives, ensuring collaboration with area agencies and organizations.

Transition Coordinator- September 2010- November 2015 Lakes Region Community Services Plymouth,NH
Part of the transition coordinators role is to work with families, individual, school systems and other various agencies to advocate and develop a plan for when an individual enters adult services. Part of the planning process includes facilitating the guardianship process, conducting state interviews, developing a budget based on the needs and support of the individual and coordinating services based on the money allocated. This job requires proficiency in social security benefits, Medicaid, state regulations and community connections. In conjunction with this role I became a certified START coordinator for the state of New Hampshire, with the focus on supporting dual diagnosed individuals.

In Home Counselor-July 2007 – July 2010
Family Preservation Community Services, Asheville, NC
Nonprofit Charitable Organizations
As an In Home Counselor for foster care my job was to supervise the foster parents. Additionally, I counseled the foster children in the home and provided crisis stabilization when needed. My other responsibilities included but were not limited to arranging team meetings, being a liaison between the foster family and other support members (Department of Social Services, community support, school districts, etc.). I was also responsible for providing documentation of visits and monitoring their books for certifications purposes. My primary duty was to make sure that the foster home ran smoothly and to develop solutions for any problems that arose.

EDUCATION:
Bachelor's Degree, 8/ 2000 – 12/2004 Keene State College | Keene, NH
Master's Degree in Counseling, 9/2009-3/2012 Capella University | Minneapolis, MN

SKILLS:
Certified Work Incentives Benefits Specialist
Certified START Coordinator
Qualified Mental Health Professional

REFERENCES
References available upon request

Shelley Kelleher

Skills — Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

Lakes Region Community Services — **Laconia, NH**

2017-Present — **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of $27M and 500 employees.

2012-2016 — **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of $26M.

- Ensure 500 employees are paid accurately
-Manage State and Federal contract funding ensuring compliance.
-Review internal control procedures writing new and updating controls.
-Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
-Prepare monthly financial statements for all businesses with over 300 cost centers.
-403B Committee member.

2007-2011 — **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

-Prepare, review, and distribute monthly operating statements.
-Maintain chart of accounts.
-Perform monthly balance sheet reconciliations.
-Organize data collection and prepare audit schedules for external audit.
-Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS — **Englewood, CO**

2001-2006 — **Finance Manager**-Manage controls and accuracy of financial data for $300M division.

-Budget and forecast P&L and ROWC.
-Participate in quarterly business reviews, sales and budget reviews to Senior Management.
-Compile monthly reports for 4 divisions (revenue of $1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
-Analyze and manage data through Access database and Visual Basic.
-Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company — **Marlborough, MA**

2000-2001 — **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

-Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
-Audit incentive bonus statistics.
-Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
-Supervise financial analyst in CA office.

1996-2000 — **Merisel, Incorporated** — **Marlborough, MA**

NAM Reporting and Financial Analysis Manager-Manage subsidiary reporting and analysis.

-Design and analyze NAM AR Reports for CFO and VP of Financial Services.
-Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
-Prepare and analyze $12 million US and C$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
-Analyze customer credit worthiness and make credit line recommendations for accounts over $1 million.
-Coordinate facility move to a new location.
-Developed process to reduce Dun & Bradstreet expenses by $130,000 annually resulting in a 70% cost reduction.
-Supervise reporting analyst and admin staff.

1987 to 1996 **State Street Bank & Trust Company** **Quincy, MA**

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with $4 to $6 billion in assets.

-Manage a staff of 10.
-Responsible for establishing and maintaining client relationships.
-Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

-Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education	Master of Studies in Law Wake Forest University Law School Winston Salem, NC	December 2019 Business Law and Compliance Certificate
	Master of Business Administration Bentley University, Waltham, MA Concentration: Finance	May 1993 Graduate School of Business
	BA in Economics and Political Science University of Massachusetts, Boston, MA	July 1987 School of Arts and Sciences

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Volunteer	Got Lunch! Laconia	2018 and 2019

Lakes Region Community Services Council

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Bryant	President & CEO	150,000	0	0
Shelley Kelleher	Vice President & CFO	110,500	0	0
Erin Pettengill	VP of Family Resource Center	72,794	40%	29,125.20

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 22, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnipesauke and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by $328,266 from $1,600,000 to $1,928,266 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on July 31, 2019 (Item #18). 39% Federal Funds. 61% General Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the increase in funding exceeds ten percent (10%) of the original contract price limitation. As previously stated, the original contract was approved by Governor and Council on July 31, 2019 (Item #18).

The purpose of this request is to increase funds to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The two Community Collaboration contracts are currently bringing various agencies and representatives together to create an upstream approach to prevention of child maltreatment services. These contracts are focused on providing services to families and creating system level changes to a more coordinated service delivery for families. Providers are currently implementing best practices and will begin enrolment within the next few weeks. Providers have designed a family navigation entry point at their agencies that will provide intake, screening, crisis support, advocacy, warm handoffs, and cross system case management to coordinate services. During the time of the initial contract procurement, the available general funds were not present due to the continuing resolution. With the addition of the Parental Assistance Program funds in general funds, New Hampshire wants to strengthen the capacity in these two Community Collaboration sites through these contracts. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs,

parent education, and programs that offer alternatives to out of home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesauke Public Health Region.

Source of Funds: 39% Federal Funds, CFDA #93.670, FAIN #90CA1858 US DHHS, Administration on Children, Youth, and Families (ACYF), Children's Bureau, Community Collaboration to Strengthen and Preserve Families in NH; and 61% General Funds.

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

Respectfully submitted,

For Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

1. Amoskeag Health, Vendor #157274-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		$400,000.00	$400,000.00	$0.00	$400,000.00
2021	645-504004	General Funds for Other	42105745		$200,000.00	$200,000.00	$100,000.00	$300,000.00
					Subtotal	*$600,000.00*	*$100,000.00*	*$700,000.00*

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		$400,000.00	$400,000.00	$0.00	$400,000.00
2021	645-504004	General Funds for Other	42105745		$200,000.00	$200,000.00	$100,000.00	$300,000.00
					Subtotal	*$600,000.00*	*$100,000.00*	*$700,000.00*
					Total 2958 AU:	*$1,200,000.00*	*$200,000.00*	*$1,400,000.00*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Collaborations to Strengthen and Preserve Families Contract

This 1st Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $951,925.

2. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:

   4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3 Amendment #1, Budget.

3. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

7/13/20
Date

Name: Ann Landry
Title: Associate Comm

Lakes Region Community Services

July 10, 2020
Date

Name:
Title: Rebecca L. Bryant
President & CEO
LRCS

[redacted]

[redacted]

New Hampshire Department of Health and Human Services

[redacted]

[redacted]

[redacted]

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 110,979.00	$ -	$ 140,979.00	$ -	$ -	$ -	$ 110,979.00	$ -	$ 140,979.00
2. Employee Benefits	$ 40,997.00	$ -	$ 40,997.00	$ -	$ -	$ -	$ -	$ -	$ 40,997.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 4,000.00	$ -	$ 5,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000.00	$ -	$ 9,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000.00	$ -	$ 9,000.00
7. Occupancy	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,150.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
Insurance	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
Board Expenses	$ 112,000.00	$ -	$ 112,000.00	$ -	$ -	$ -	$ 112,000.00	$ -	$ 112,000.00
9. Software	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
10. Marketing/Communications	$ 6,370.00	$ -	$ 6,370.00	$ -	$ -	$ -	$ 6,370.00	$ -	$ 6,370.00
11. Staff Education and Training	$ 65,241.00	$ -	$ 65,241.00	$ -	$ -	$ -	$ 65,241.00	$ -	$ 65,241.00
12. Subcontracts/Agreements	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
13. Other (specify details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
[redacted]	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 431,837.00	$ -	$ 431,837.00	$ -	$ -	$ -	$ 431,837.00	$ -	$ 431,837.00

Indirect As A Percent of Direct [redacted]

[redacted]

Lakes Region Community Services
[redacted]
Budget 8-2 Amendment #1, Budget
Page 1 of 1

[redacted]

Date: 3/10/20

18 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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www.dhhs.nh.gov

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the two (2) vendors listed below, for the provision of Community Collaboration services, by providing a service array of best practice parental assistance programming to the Winnipesauke and Manchester communities to reduce child maltreatment and the risk of children entering foster care, in an amount not to exceed $1,600,000, effective retroactive to March 5, 2019, upon Governor and the Executive Council approval through June 30, 2021. 25% Federal Funds, 75% General Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Manchester Community Health Center	#157274-B001	145 Hollis Street, Manchester, NH 03101	$800,000
Lakes Region Community Services	#233352-R001	719 North Main Street, Laconia, NH 03246	$800,000
		Total:	**$1,600,000**

Funds are anticipated to be available in State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation, class lines and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	645-504004	General Funds for Other	42105745	$800,000
2021	645-504004	General Funds for Other	42105745	$400,000
		Sub Total:		*$1,200,000*

05-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Program Services	90070470	$200,000
2021	102-500731	Contracts for Program Services	90070470	$200,000
		Sub Total:		*$400,000*
		Total:		**$1,600,000**

EXPLANATION

This request is **retroactive** due to a programmatic determination to align federal and state resources, the timeline necessary to do this, and delays in the contracting process due to the volume of contracts pending in the DHHS pipeline. The Department was awarded Federal Funds through the Community Collaborations to Strengthen and Preserve Families grant in October 2018. This provided an important opportunity to align and leverage both these federal resources along with state resources provided through SB 592 for Parental Assistance Programs. The opportunity to simultaneously target efforts towards reducing child maltreatment and the number of children at risk of foster care in two needy communities was deemed priority; however, this delayed the procurement process timeline until Federal Funds were accepted to expend by the Fiscal Committee in late January 2019. Once this occurred, the procurement process moved forward as rapidly as possible by DHHS staff; however, due to other contracts pending with the DHHS contracts unit delays occurred in finalizing proposal selections and notifying vendors.

Once notified of their award, due the condensed timeline, vendors needed to initiate preparatory activities immediately. These activities included; researching and selecting an array of evidence-based services and associated materials, assessing staff training needs, planning and scheduling trainings and facilitating stakeholder meetings to promote improved coordination of services and referrals.

The purpose of this request is to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, court diversion programs, and programs that offer alternative to out of home placement for children.

New Hampshire currently ranks 5th in the nation in the overall rate of overdose of prescription and injection drugs. In State Fiscal Year 2017, New Hampshire spent $36 million on foster care to serve children coming into the system. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

Manchester Community Health Center and Lakes Region Community Services were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department

of Health and Human Services' web site from December 10, 2018 through January 22, 2019. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The two selected vendors were able to demonstrate within their proposals, the ability to provide evidence-based strategies unique to the targeted communities they will serve, as well as a readiness to engage in boundary-spanning leadership activities outlined in the grant proposal. Some of the activities the vendors will engage in include developing Community Integration Teams (CITs), as well as the development and implementations of evidence-based programs that increase parental protective factors. The knowledge based on science shows the impact that adverse childhood experiences can have on a child and the impact to their overall long-term health outcomes. The Score Summary is attached.

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

The goal of these contracts is to provide services that strengthen and preserve families, prior to entering the child welfare system, and implement a community-based approach to responding to the needs families have through increasing "protective factors" such as, parental resilience, increasing social connections, concrete supports in times of need, knowledge of parenting and child development, and increasing social and emotional competence. When present, these "protective factors" can help to mitigate risk and can increase health and overall well-being for families and children.

The following performance measures and objectives will be used to measure the effectiveness of the contracts:

Year 1: Performance Measures for Planning Period:

- Every six (6) months, 90% of CIT membership will participate in training that includes Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys, focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT members must attend 90% of coaching sessions.

Year 2: Ongoing Implementation Efforts, which include, but are not limited to:

- Tracking performance measures specific to the CIT multi-sectoral interventions.
- Plan Do Study Act cycles for quality improvement.
- Collecting and participating in evaluation activities intended to result in:
    - Increased effectiveness of population based prevention.
    - Increases in protective factors.
    - Reductions in reports of child maltreatment.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesauke Public Health Region.

Source of Funds: 25% Federal funds from CFDA 93.670 Administration for Children and Families, FAIN 90CA1858 and 75% General funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

Community Collaborations to Strengthen and Preserve Families
RFP Name

RFP-2019-DPHS-23-COMMU
RFP Number

Bidder Name

1. Lakes Region Community Services
2. Manchester Community Health Center
3. 0

Pass/Fail	Maximum Points	Actual Points
	235	183
	235	188
	235	0

Reviewer Names

1. Rhonda Siegel, Administrator II, DPHS Health Mgmt Ofc
2. Sarah Moeckel, Administrator Family Strength & Child Well-being Initiative,
3. Kal Giovanditto, DCYF, Community & Family Support
4. Elsan Chase-Lucard, Financial Admin, DPHS
5. Amy Berquist, Financial Administrator II, DPHS

FORM NUMBER P-37 (version 5/8/15)

Subject: RFP-2019-DPHS-23-COMMU-01 Community Collaborations to Strengthen and Preserve Families

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services		1.4 Contractor Address 719 North Main Street, Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-8811	1.6 Account Number 05-095-090-902010-70470000 05-095-042-421010-2958-0000	1.7 Completion Date June 30, 2021	1.8 Price Limitation $ 800,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Rebecca L Bryant		1.12 Name and Title of Contractor Signatory Rebecca L. Bryant President & CEO Community	

1.13 Acknowledgement: State of NH, County of Belknap

On May 30, 2019 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] Shelley A. Kelleher

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

SHELLEY A. KELLEHER, Notary Public
State of New Hampshire
My Commission Expires July 18, 2022

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Lisa Morris Director DPHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(If applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(If applicable)* By:	On:
1.18 Approval by the Governor and Executive Council *(If applicable)* By:	On:

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[Seal] Shelley A. Kelleher

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~ SHELLEY A. KELLEHER, Notary Public
State of New Hampshire
My Commission Expires July 18, 2022

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Lisa Morris Director DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Deanne Martin On: 6/4/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Date 5/30/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 5/30/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DB

Date 5/30/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

1.5. The Contractor shall provide contracted services to families living in the Winnipesaukee Regional Public Health Network, which includes:

1.5.1. Alton.

1.5.2. Barnstead.

1.5.3. Belmont.

1.5.4. Center Harbor.

1.5.5. Danbury.

1.5.6. Franklin.

1.5.7. Gilford

1.5.8. Gilmanton.

1.5.9. Hill

1.5.10. Meredith.

1.5.11. New Hampton.

1.5.12. Northfield.

1.5.13. Laconia.

1.5.14. Sanbornton.

1.5.15. Tilton.

2. Scope of Services

2.1. The Contractor shall develop Community Implementation Teams (CITs), which may include, but are not limited to:

2.1.1. Evidence-based prevention programs, including programs with existing Department supported services.

2.1.2. Court diversion and family court programs.

2.1.3. Programs that offer alternative dispositions for juveniles.

2.1.4. Community agencies and providers who serve families with children up to eight years of age.

2.1.5. Public Health Networks.

2.1.6. Family Resource Centers.

2.1.7. Integrated Delivery Networks.

2.1.8. DHHS District Offices

2.2. The Contractor shall create, coordinate, administer and manage Community Implementations Teams (CIT) that:

2.2.1. Work with the Evaluator and DHHS to complete and submit a practice plan and a federal project plan. Participate in Plan Do Study Act – Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practices.

2.2.2. Plan, coordinate, and implement Boundary Spanning Leadership

2.2.3. Hire a Community Implementation Team Coordinator.

2.2.4. Purchase supporting materials

2.2.5. Provide on-site face-to-face training to providers.

2.3. The Contractor shall utilize the results of the environmental scan and the needs assessment (Section 2.9) in conjunction with Department input, to provide planning, technical assistance, and face-to-face training on targeted topics, as determined by the Department, which may include, but are not limited to:

2.3.1. Evidence-based and/or evidence-informed parental education on:

2.3.1.1. Current impact of adverse childhood experiences

2.3.1.2. Baseline or foundational understanding of toxic stress levels for families in the community and in the CIT sites.

2.3.1.3. Policies and programs that promote, serve and return knowledge, behaviors and practices between parents and children that:

2.3.1.3.1. Prevent abuse and neglect.

2.3.1.3.2. Strengthen positive parenting.

2.3.1.4. Programs that will assist families with identifying and addressing risk factors that could lead to contact with the child welfare system.

2.3.1.5. Delivery of trauma-informed care across the continuum for individuals and families with children up to 8 years of age.

2.3.1.6. Strategies that support the needs of families who have had involvement with the Division for Children, Youth and Families resulting in unfounded allegation of abuse or neglect with:

2.3.1.6.1. Reasonable concern.

2.3.1.6.2. Parental substance use.

2.3.1.6.3. Discovery of economic or social challenges.

2.3.1.6.4. Strategies for working with children impacted by familial substance use disorder.

2.3.1.6.5. Training and strategies for supporting the needs of young children and families from various cultures and languages.

2.3.1.6.6. Training, coaching and implementation of Boundary Spanning Leadership (BSL) strategies.

2.4. The Contractor shall coordinate trainings with a variety of agencies, including other CITs, to ensure trainings are developed, planned and aligned with evidence-based services that are culturally and linguistically competent and most appropriate for the target audience needs.

2.5. Contractor shall ensure that all training includes instruction and guidance relating to safeguarding confidentiality of individually identifiable or protected health information, as required by state or federal law or regulations.

2.6. The Contractor shall ensure services and supports offered to families in their respective areas of service complement existing state programs.

2.7. The Contractor shall ensure a CIT Coordinator is assigned job duties that include, but are not limited to:

2.7.1. Working with team members to draft meeting agendas and meeting notes.

2.7.2. Conducting local needs assessments.

2.7.3. Leading program-planning efforts.

2.7.4. Identifying and engaging new and existing community partners to plan and strategize implementation.

2.7.5. Representing the Contractor at statewide meetings.

2.7.6. Leading the development of a Practice Profile as it relates to evaluation and service provision.

2.7.7. Facilitating, drafting, and finalizing CIT project work plan, timeline, and logic model to align with DHHS project logic model and timeline.

2.7.8. Coordinating CIT data definition establishment and data collection according to state and federal regulations.

2.8. The Contractor shall offer parenting education and economic support services utilizing evidence-based strategies that align with the Administration for

Children and Families (ACF) child abuse and neglect strategies including, but not limited to strengthening protective factors, ensuring the services are accessible, available to, and designed to target a diverse population, which includes, but is not limited to:

2.8.1. Pregnant or parenting individuals.

2.8.2. Individuals and all family types with children up to eight (8) years of age.

2.8.3. Caregivers, professionals, foster parents, grandparents.

2.9. The Contractor shall ensure the CIT conducts a needs assessment/environmental scan to determine the training needs of the organization that provide services to families. The Contractor shall ensure the CIT is able to:

2.9.1. Determine the extent to which professionals require training in:

2.9.1.1. Adverse childhood experiences.

2.9.1.2. Toxic stress.

2.9.1.3. Trauma-informed care.

2.9.1.4. Substance use disorders (SUD).

2.9.2. Measure respondent capacity to identify and address risk factors among family members that could result in contact with the child welfare system.

2.9.3. Determine respondent ability to address the needs of young children and families from various cultures and languages.

2.9.4. Inquire about training in particular evidence-based curricula.

2.10. The Contractor shall define strengths and gaps among service providers and shall identify needs for training upon the completion and evaluation of a survey.

2.11. The Contractor shall develop a roster of training opportunities for professionals and parents that utilized evidence-based practices and programming with input from the CIT and working groups.

2.12. The Contractor shall enlist the subject-matter expertise of CIT members and other community partners to host training sessions that ensure accommodates for the entire region. The Contractor shall:

2.12.1. Maintain a record of all trainers and ensure the trainers are qualified to teach their respective courses.

2.12.2. Ensure that any education programs collecting PHI that are delivered on-line or on a website meet NH DoIT requirements.

2.12.3. Provide all materials, equipment, and physical space, as well as, logistical and staff support for the services and prevention and education programs delivered.

2.13. The Contractor shall ensure evidence-based, culturally and lingulstically competent, prevention-focused parental assistance programs are available within the communities (Section 1.5) and are designed to:

2.13.1. Reduce child maltreatment.

2.13.2. Improve parent-child interactions.

2.13.3. Improve skills to regulate behavior and cope adaptively.

2.13.4. Improve coordination of services and referrals for young families.

2.14. The Contractor shall ensure a variety of prevention services are available to parents of children up to eight (8) years of age, which may include, but are not limited to:

2.14.1. Home visiting.

2.14.2. Parent education.

2.14.3. Family support services, including respite or crisis care.

2.15. The Contractor shall integrate the Five Protective Factors into the prevention services to promote healthy development and well-being of children through:

2.15.1. Parental resilience.

2.15.2. Knowledge of parenting and child development.

2.15.3. Social connections.

2.15.4. Concrete supports in times of need.

2.15.5. Social and emotional competence.

2.16. The Contractor shall promote prevention and service programs through outreach and marketing in order to increase parent and community awareness of services maximizing:

2.16.1. Attendance to events for families with children up to eight (8) years of age.

2.16.2. Attendance to professional development opportunities.

2.16.3. Awareness of community resources available in the state, region, and nationally.

2.17. The Contractor shall ensure professionals are trained to support, advise, and guide families by focusing on prevention and elimination of child abuse and neglect by training providers on:

2.17.1. Period of Purple Crying;

2.17.2. Strengthening Families Approach.

2.18. The Contractor shall utilize its current relationships in the community to continue improving coordination of services and referrals.

2.19. The Contractor shall have a minimum of one representative acceptable to the Department physically present at local and regional meetings to provide opportunities to build credibility and likeability among other providers in order to ensure local and regional agencies are confident referring clients for support and services.

2.20. The Contractor shall implement a Community Outreach and Marketing plan that ensures families throughout the region are aware of parental assistance programs through mediums that include, but are not limited to:

2.20.1. Social Media - The Contractor shall develop posts that promote evidence based parent support programs to target consumers and providers.

2.20.2. Traditional Media - The Contractor shall develop press releases announcing grant, programs, special events, inserts in calendar listings.

2.20.3. Website and Email - The Contractor shall create content to promote programs on the website, blogs, and email distribution list.

2.20.4. Grassroots Outreach - The Contractor shall develop flyers and submit to the Department for approval, upon approval the flyers shall be distributed and posted at community-based locations. The flyers shall give credit to the Department for the funding.

2.20.5. Networking - The Contractor shall partner with community-based providers to promote programs through their social media channels, websites, email lists and program recipients.

2.21. The Contractor shall ensure ongoing implementation efforts which may include, but are not limited to:

2.21.1. Tracking performance measures specific to the CIT multi-sectoral interventions.

2.21.2. PDSA-R cycles for quality improvement.

2.21.3. Collecting and participating in evaluation activities intended to result in:

2.21.3.1. Increase of effectiveness of population based prevention.

2.21.3.2. Increase in protective factors.

2.21.3.3. Reduction in child maltreatment reports.

3. DATA TRACKING

3.1. The Contractor shall maintain an Outcome Tracking System, as approved by the Department, which shall be implemented during the second year of the resulting contract.

3.2. The Contractor shall ensure the Outcome Tracking System is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the comprehensive planning process during the first year of contracted services. The Contractor shall:

3.2.1. Provide a fully managed Information Technology (IT) department to that includes, but is not limited to:

3.2.1.1. Dedicated response team.

3.2.1.2. Cybersecurity;

3.2.1.3. Dedicated response team with knowledge of state and federal privacy laws;

3.2.2. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.

3.2.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.

3.2.4. Track local data and monitor process and outcome indicators involved in the BSL method and CIT implementation.

3.2.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.

3.3. The Contractor shall develop plans to share non-personally identifiable data with the Department that includes, but is not limited to:

3.3.1. Pre-defined regional data definitions.

3.3.2. Measures of success.

3.3.3. Indicators of success to inform shared outcome metrics.

3.3.4. Personal characteristics and experiences of participants.

3.4. The Contractor shall work collaboratively under the direction of the Department, with the State-identified Evaluation Contractor. This work shall include, but is not limited to:

3.4.1. Facilitating cross-system data definition processes and managing a shared-outcomes defining process and outcomes tracking system which shall include, but is not limited to:

3.4.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.

3.4.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.

3.4.1.3. Sharing of pre-defined regional data definitions.

3.4.1.4. Establishment of shared measures of success.

3.4.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.

3.4.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.

3.4.1.7. Participate in Data Work Group Committee to contribute feedback to the design and development of the Outcome Tracking System. This includes, but is not limited to:

3.4.1.8. Participation in outcomes tracking system training and technical assistance.

3.4.1.9. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.

3.4.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective leadership.

3.4.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.

4. Reporting

4.1. The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations. No personally identifiable data shall be included in these reports.

4.2. The Contractor, in conjunction with the CIT, shall complete and submit a Practice Plan no later than ninety (90) days after the contract effective date.

5. Performance Measures

5.1. The Contractor shall ensure a minimum of 90% of its CIT members participate in BSL training.

5.2. The Contractor shall track two (2) phases of performance measurement:

5.2.1. Year 1: Performance Measures for Planning Period, which includes, but is not limited to:

5.2.1.1. Every six (6) months, 90% of CIT membership will participate in BSL training workshops and evaluation activities.

5.2.1.2. Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.

5.2.1.3. CIT teams shall attend 90% of coaching sessions.

5.2.2. Year 2: The Contractor shall work with the Department to set performance measures for Year 2, at the conclusion of Year 1.

5.3. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved to the Department.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from CFDA #93.870, Administration for Children and Families, Federal Award Identification Number (FAIN), #90CA1858 and General Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3, Budget.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. All invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Public Health Services
   29 Hazen Drive
   Concord, NH 03301

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

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1
Budget

New Hampshire Department of Health and Human Services

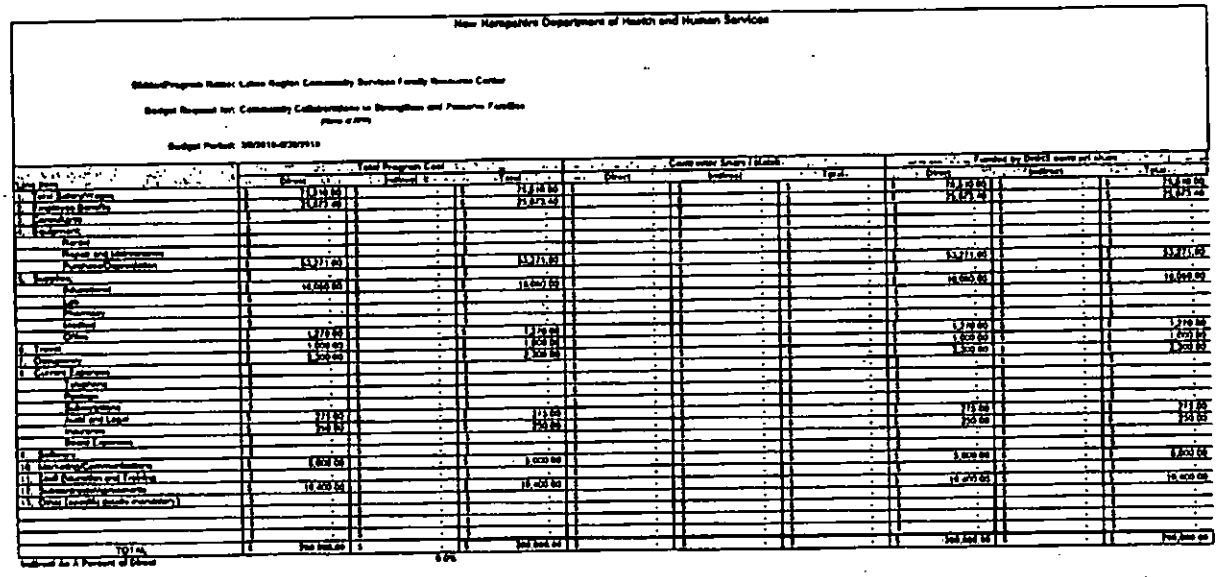

Exhibit B-2
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lakes Region Community Services Family Resource Center

Budget Request for: Community Collaboratives to Strengthen and Promote Families
(Name of RFP)

Budget Period: 7/1/19-6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	[illegible]		[illegible]				[illegible]		[illegible]
2. Employee Benefits	[illegible]		[illegible]				[illegible]		[illegible]
3. Consultants									
4. Equipment:	1,321.72		1,321.72				1,321.72		1,321.72
Rental	300.00		300.00				300.00		300.00
Repair and Maintenance									
Purchase/Depreciation	2,200.00		2,200.00				2,200.00		2,200.00
5. Supplies:									
Educational	10,000.00		10,000.00				10,000.00		10,000.00
Lab									
Pharmacy									
Medical									
Office	864.00		864.00				864.00		864.00
6. Travel	7,200.00		7,200.00				7,200.00		7,200.00
7. Occupancy	8,000.00		8,000.00				8,000.00		8,000.00
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal	1,500.00		1,500.00				1,500.00		1,500.00
Insurance	864.00		864.00				864.00		864.00
Board Expenses	11,500.00		11,500.00				11,500.00		11,500.00
9. Software									
10. Marketing/Communications	7,000.00		7,000.00				7,000.00		7,000.00
11. Staff Education and Training	10,634.00		10,634.00				10,634.00		10,634.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
[illegible]	6,370.00		6,370.00				6,370.00		6,370.00
TOTAL	[illegible]		[illegible]				[illegible]		[illegible]

Indirect As A Percent of Direct

RFP-2019-DPHS-21-COMMU

Exhibit B-2
Budget

Page 1 of 1

Lakes Region Community Services

Contractor Initials

Date 5/30/19

Exhibit B-3
Budget

New Hampshire Department of Health and Human Services

Budget Request for: Community Collaborations to Strengthen and Preserve Families
(name of RFP)

Budget Period: SFY2020-SFY2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	114,179.20		114,179.20				114,179.20		114,179.20
2. Employee Benefits	17,319.00		17,319.00				17,319.00		17,319.00
3. Consultants									
4. Equipment:									
Rental	300.00		300.00				300.00		300.00
Repair and Maintenance	200.00		200.00				200.00		200.00
Purchase/Depreciation									
5. Supplies:	5,000.00		5,000.00				5,000.00		5,000.00
Educational									
Lab									
Pharmacy									
Medical									
Office	300.00		300.00				300.00		300.00
6. Travel	1,200.00		1,200.00				1,200.00		1,200.00
7. Occupancy	3,000.00		3,000.00				3,000.00		3,000.00
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal	1,000.00		1,000.00				1,000.00		1,000.00
Insurance	300.00		300.00				300.00		300.00
Board Expenses	15,000.00		15,000.00				15,000.00		15,000.00
9. Software									
10. Marketing/Communications	3,371.00		3,371.00				3,371.00		3,371.00
11. Staff Education and Training	73,629.80		73,629.80				73,629.80		73,629.80
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
Client Activities	5,000.00		5,000.00				5,000.00		5,000.00
TOTAL	344,849.00		344,849.00				344,849.00		344,849.00

Indirect As A Percent of Direct

RFP-2019-DPHS-23-COMM/

Lakes Region Community Services

Exhibit B-3
Budget

Page 1 of 1

Contractor Initials

Date 5/30/19

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

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

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

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

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

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

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

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

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

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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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.

Vendor Name:

5/30/19
Date

Name:
Title: Rebecca L. Bryant
President & CEO
Community Action

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Vendor Name:

5/30/19
Date

Name: Rebecca L. Bryant
Title: President & CEO
Community Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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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Date 5/30/19

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.

Vendor Name:

5/30/19
Date

Name:
Title: Rebecca L. Bryant
President & CEO
Community Services

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/30/19
Date

Name:
Title: Rebecca L. Bryant
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 Vendor 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 Vendor 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.

Vendor Name:

5/30/19
Date

Name: Rebecca L. Bryant
Title: President & CEO
Community Services

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, TitleXIII, 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.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

Vendor Initials RB

Date 5/30/19

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Lakes Region Community Services
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Rebecca L. Bryant
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President & CEO
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5/30/19
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 Vendor 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 Vendor 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.

Vendor Name:

5/30/19
Date

Name: Rebecca L. Bryant
Title: President & CEO

FORM A

As the Vendor 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: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov