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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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June 10, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with New Hampshire Coalition for Citizens with Disabilities d/b/a Parent Information Center (VC#177245), Concord, New Hampshire in the amount of $130,000 for youth health care transition planning and support for children, ages 14 to 21 years, with special health care needs; their families; and their providers, with the option to renew for up to two (2) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 25% Federal Funds. 75% General Funds.

Funds are anticipated to be available in State Fiscal Year 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.

05-95-93-930010-5191 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	561-500911	Contracts for Prog Svc	93001000	$65,000
2023	561-500911	Contracts for Prog Svc	93001000	$65,000
			Total	**$130,000**

EXPLANATION

The purpose of this request is to ensure effective transition from pediatric health care to adult health care for the continuity of developmental and age-appropriate health care for youth with special health care needs ages 14 to 21 years of age; their families; caregivers, family support and health care coordinators; and health care providers and/or practices.

Approximately 27,170 individuals will be served from July 1, 2021 to June 30, 2023.

The Contractor will be promoting evidence-based and evidence-informed health care transition policies and practices that serve children, youth and adults with special health care needs by providing outreach to practices as part of an awareness campaign, and will utilize written

publications and social media for information dissemination. The Contractor will also provide evidence-based and evidence-informed training and technical assistance at both a practice level and a systems level, utilizing Six Core Elements ™ of transitions as a framework in accordance with Got Transitions ©.

The Department will monitor contracted services using the following measures:

- The Contractor shall ensure 85% of training participants who respond to post training evaluations rate training as excellent or very good.
- The Contractor shall ensure 85% of training participants who respond to post training evaluations rate training as excellent or very good.
- The Contractor shall identify a number of pediatric health care practices without transition policies as a baseline by May 15, 2022.
- The Contractor shall increase the number of pediatric health care practices that adopt transition policies from the baseline above, by May 15, 2023.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/12/2021 through 4/19/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, youth with chronic conditions will not have access to health care transition activities that maximize lifelong functioning and potential through the provision of high quality, developmentally appropriate health care services that continue smoothly as the individual moves from adolescence to adulthood.

Area served: Statewide

Source of Funds: CFDA #93.994 FAIN #B04MC29353

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

Youth Health Care Transition Services
RFP Name

RFP-2022-DLTSS-02-YOUTH
RFP Number

	Bidder Name	Pass/Fail	Maximum Points	Actual Points
1.	NH Coalition for Citizens with Disabilities d/b/a Parent Information Center		300	284
2.	0		300	0
3.	0		300	0
4.	0		300	0
5.	0		300	0
6.	0		300	0
7.	0		300	0

Subject:_Youth Health Care Transition Services (RFP-2022-DLTSS-02-YOUTH-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Coalitition for Citizens with Disabilities, Inc. d/b/a Parent Information Center		1.4 Contractor Address 54 Old Suncook Rd. Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-7005	1.6 Account Number 1245-95-93-930010-51910000	1.7 Completion Date June 30, 2023	1.8 Price Limitation $130,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Michelle Lewis 7EAA28F2818B4D2... Date: 6/14/2021		1.12 Name and Title of Contractor Signatory Michelle Lewis Executive Director	
1.13 State Agency Signature DocuSigned by: Deborah D. Scheetz 8D0CE916360847... Date: 6/14/2021		1.14 Name and Title of State Agency Signatory Deborah D. Scheetz Director Division of Long Term Supports and Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6GA9202E32G4AE		On: 6/15/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS ML
Date 6/14/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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Date 6/14/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials ML

Date 6/14/2021

New Hampshire Department of Health and Human Services
Youth Health Care Transition Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this Agreement to children and young adults with special health care needs ages 14 to 21 (herein referred to as youth); their families; caregivers, family support and health care coordinators; and health care providers and/or practices.

1.2. The Contractor shall ensure services are available and provided statewide.

1.3. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.

2. Scope of Services

2.1. The Contractor shall promote a health care transition policy for health care providers and practices that serve children, youth and adults with special health care needs that includes, but is not limited to:

2.1.1. Providing outreach to health care providers and practices to encourage policy adoption and technical assistance (TA), utilizing the Six Core Elements ™ of transition as the framework.

2.1.2. Utilizing existing relationships with the New Hampshire Chapter of the American Academy of Pediatrics (the New Hampshire Pediatric Society, "NHPS") and New Hampshire Pediatric Improvement Partnership (NHPIP) to increase outreach potential.

2.1.3. Collaborating with youth, family members, providers, and community based partners to develop an awareness campaign addressing the importance of health care transition.

2.1.4. Utilizing written publications such as the New Hampshire Family Voices newsletter, *Pass It On*, and social media avenues to disseminate health care transition information.

2.1.5. Utilizing the Contractor's website as a repository for information and resources.

2.1.6. Documenting and reporting on transition policy adoption using a tracking document.

2.2. The Contractor shall ensure Youth Health Care Transition Services provide support for improvement to youth health care transition planning across the system of care for Children with Special Health Care Needs (CSHCN), including:

2.2.1. Promoting health care transition policies for all practices, whether they outline the transition of care:

2.2.1.1. From a pediatric practice to an adult practice; or

2.2.1.2. From a pediatric model of care to an adult model of care within a family practice setting.

2.2.2. Providing workforce development activities to providers/practices supporting families across the service system including, but not limited to:

2.2.2.1. Health care and family support coordinators.

2.2.2.2. Health care providers.

2.3. The Contractor shall establish and convene an advisory group of diverse stakeholders who will serve in an advisory capacity to the Contractor on topics related to Youth Health Care Transition Services, including, but not limited to:

2.3.1. Youth and family participants.

2.3.2. Representation from all three Medicaid Managed Care Organizations.

2.3.3. Bureau for Family Centered Services.

2.3.4. NH Family Voices.

2.3.5. Primary health care practices.

2.4. The Contractor must document and report on transition policy adoption within health care practices.

2.5. The Contractor shall provide outreach to providers/practices to encourage uptake and offer technical assistance to further advance the adoption of policies that support successful transitions to adult primary care services for all youth.

2.6. The Contractor shall raise awareness about, and promote the adoption of, youth health care transition practices that support youth and their families in making informed decisions about their own health care.

2.7. The Contractor shall participate in opportunities to promote youth health care transition practices that result in a positive impact on services for CSHCN, as requested and approved by the Department.

2.8. The Contractor shall implement work plan goals, strategies, and outcomes that include, but are not limited to:

2.8.1. Promoting evidence-based and evidence-informed health care transition policies and practices and providing technical assistance for further implementation at the practice level, that include:

2.8.1.1. Promoting health care transition policies for practices outlining the transition from the pediatric model to an adult model of health care, regardless of whether a practice transfer occurs, which includes:

2.8.1.1.1. Developing and conducting outreach methods in conjunction with the advisory group in Subsection 2.3, beginning January 1, 2022.

2.8.2. Providing technical assistance to practices to support the implementation of the Six Core Elements ™ of transition into health care transition, in accordance with the Got Transitions © recommendations, which includes:

2.8.2.1. Developing outreach materials in conjunction with the advisory group, no later than December 31, 2021, and conducting outreach efforts, beginning in January 1, 2022.

2.8.2.2. Providing TA to practices, as approved by the Department, on an ongoing basis.

2.8.3. Documenting and reporting on transition policy adoption within practices, which includes:

2.8.3.1. Conducting detailed reviews of the registry to ensure practice accuracy, no later than October 31, 2021.

2.8.3.2. Conducting detailed reviews of survey tools and methods to obtain practice registry adoption in conjunction with the advisory group, no later than December 31, 2021.

2.8.3.3. Conducting data collection, annually.

2.8.3.4. Updating registry information for reporting purposes, annually.

2.8.4. Providing workforce development opportunities to providers, which includes:

2.8.4.1. Engaging MCO's to offer two trainings to providers targeting Health Care Transition (HCT) and CSHCN annually, beginning immediately.

2.8.4.2. Identifying and leveraging other opportunities in conjunction with the advisory group and the provider's consultants, no later than October 31, 2021.

2.8.4.3. Providing training on an ongoing basis.

2.8.5. Promoting evidence-based and evidence-informed health care transition policies and practices and providing technical assistance for further implementation at the system level, that includes:

2.8.5.1. Establishing and managing the advisory group in Subsection 2.3 which includes:

2.8.5.1.1. Conducting reviews of current Medical Home Advisory membership and confirm attendees willing to continue, beginning immediately after the effective date of this Agreement.

2.8.5.1.2. Engaging additional members such as providers and MCO's, immediately after the effective date of this Agreement.

2.8.5.1.3. Scheduling quarterly meetings a year in advance, beginning August 1, 2021.

2.8.5.2. Developing and implementing a communication plan to disseminate information and resources, including transition readiness educational materials and training opportunities regarding youth health care transition best practices, to health care providers; community-based agencies; Managed care organizations (MCOs); and youth and families, which includes:

2.8.5.2.1. Identifying the frequency and method for targeted audiences in conjunction with the advisory group, no later than September 30, 2021.

2.8.5.2.2. Developing a process for material evaluation, tracking, utilization and usefulness, no later than September 30, 2021.

2.8.5.2.3. Conducting outreach efforts, beginning October 1, 2021.

2.8.5.3. Raising awareness about the adoption of practices that support youth and families in making informed health care decisions, which includes:

2.8.5.3.1. Developing the concept to present to the advisory group, no later than December 31, 2021.

2.8.5.3.2. Implementing and reviewing campaign media, beginning January 1, 2022.

2.8.5.4. Participating in opportunities to promote health care transition practices as requested and approved by the Department, which includes:

2.8.5.4.1. Meeting with Department leadership to outline existing opportunities, beginning immediately after the effective date of this Agreement.

2.8.5.5. Maximizing access to care coordination, which includes:

2.8.5.5.1. Promoting the use of care coordinators to support health care transition in all workforce development training, TA, and awareness campaign implementation, on an ongoing basis.

2.8.5.5.2. Working with the Department to develop tracking mechanisms for health care coordination relative to health care transition, no later than October 31, 2021.

2.8.5.5.3. Disseminating family surveys to address questions and concerns, on an ongoing basis.

2.8.5.6. Providing staff training that is based on staff self-assessments in relation to patient and family-centeredness; cultural competence; and implicit bias as part of ongoing staff development, which includes:

2.8.5.6.1. Identifying self-assessment tools for use with health care coordinators to identify training needs, no later than September 30, 2021.

2.8.5.6.2. Identifying the schedule for the dissemination of self-assessments, no later than October 1, 2021.

2.8.5.6.3. Disseminating self-assessments to families, no later than December 31, 2021.

2.8.5.6.4. Identifying and scheduling trainers for staff training in conjunction with Program Managers, no later than March 31, 2022.

2.8.5.6.5. Conducting training and repeat self-assessments annually, beginning April 1, 2022.

2.8.5.7. Enhancing access to care relative to MCO's, which includes:

2.8.5.7.1. Identifying the role and promoting the engagement of MCO's in health care transition planning for CSHCN in all workforce development and TA, on an ongoing basis.

2.8.5.7.2. Engaging MCO members of the advisory group in additional activities as identified by the Contractor, beginning October 1, 2021.

2.8.5.8. Participating in the State's Transition Community of Practice (CoP), which includes:

2.8.5.8.1. Reaching out to CoP to engage in ongoing activity, immediately.

2.8.5.9. Providing training and technical assistance to Managed Care Organizations (MCOs) including the transition of youth from pediatric to adult health care, which includes:

2.8.5.9.1. Reaching out to MCOs to discuss requirements and to establish training and TA timelines, no later than August 1, 2021.

2.8.5.9.2. Conducting training and TA based on timelines established above.

2.8.5.10. Collaborating with the Department to develop and establish guidance and training for Contractors designated by the Department, which includes:

2.8.5.10.1. Drafting initial guidance for Department review, immediately after the effective date of this Agreement, including but not limited to:

2.8.5.10.1.1. Transition goal setting.

2.8.5.10.1.2. Transition consultation.

2.8.5.10.1.3. Reviewing progress.

2.8.5.10.1.4. Identifying and addressing obstacles.

2.8.5.10.1.5. Evidence-based and evidence-informed approaches including Transition Readiness Assessment Questionnaire (TRAQ) and associated tools.

2.8.5.10.1.6. Evaluation to demonstrate program effectiveness.

2.8.5.10.2. Meeting with the Department for input and making revisions as needed, no later than August 1, 2021.

2.8.5.10.3. Updating the transition toolkit, no later than November 30, 2021.

2.8.5.10.4. Providing training and toolkits to Contractors identified by the Department, no later than December 31, 2021.

2.8.5.11. Providing consultation and technical assistance to the Department, and Contractors designated by the Department, which includes:

2.8.5.11.1. Meeting with Health Care Coordinators (HCC) and Program Managers to identify training processes

and schedules, immediately after the effective date of this Agreement.

2.8.5.11.2. Meeting with Partners in Health Program Managers and Training Coordinators to identify process and training timelines, immediately after the effective date of this Agreement.

2.8.5.11.3. Providing assistance evidence-based or evidence-informed health care transition practices to care coordination and family support program activities, on an ongoing basis.

2.8.5.11.4. Providing assistance with the use of the TRAQ; setting transition-related goals; and collecting, analyzing and reporting data, on an ongoing basis.

2.8.5.12. Collaborating with the Department to assess programmatic needs and make recommendations that support the work of health care and family support coordinators, which includes.

2.8.5.12.1. Reviewing available data, beginning immediately after the effective date of this Agreement.

2.8.5.12.2. Developing and launching additional surveys, as needed, no later than September 30, 2021.

2.8.5.12.3. Establishing timelines for recommendations, no later than October 31, 2021.

2.8.5.12.4. Participating in coordinator meetings on an ongoing basis.

2.8.5.13. Supporting quality improvement and monitoring efforts that promote transition-related activities, which includes:

2.8.5.13.1. Meeting with the Department to review existing quality assurance and improvement activities related to health care transitions, no later than August 1, 2021.

2.8.5.13.2. Scheduling a quarterly meeting to review and revise quality improvement and monitoring activities, no later than August 1, 2021.

2.8.5.13.3. Attend quarterly meetings on an ongoing basis.

2.8.5.14. Consulting with the Department at least four (4) times per year to share information regarding Youth Health Care Transition Services and ensure\ing on-going communication with the Department and coordination of activities with other

initiatives to improve care for CSHCN, beginning immediately after the effective date of this Agreement including, but not limited to:

2.8.5.14.1. Children's Behavioral Health Collaborative;

2.8.5.14.2. Partners In Health;

2.8.5.14.3. The Council for Youth with Chronic Conditions (CYCC); and

2.8.5.14.4. Other organizations as approved by the Department.

3. Staffing

3.1. The Contractor shall employ individuals whose qualifications meet their job description(s), with hiring criteria emphasizing the importance of having personal experience as a caregiver for CSHCN.

3.2. The Contractor shall notify the Department in writing in the event a position becomes vacant, including the plan to ensure uninterrupted services.

3.3. The Contractor shall recruit for and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.

3.4. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

3.4.1. Obtain at least two (2) references for the person;

3.4.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.

3.4.3. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 170-G:8-c;

3.4.4. Complete a criminal records check to ensure that the person has no history of:

3.4.4.1. Felony conviction; or

3.4.4.2. Any misdemeanor conviction involving:

3.4.4.2.1. Physical or sexual assault;

3.4.4.2.2. Violence;

3.4.4.2.3. Exploitation;

3.4.4.2.4. Child pornography;

3.4.4.2.5. Threatening or reckless conduct;

3.4.4.2.6. Theft;

3.4.4.2.7. Driving under the influence of drugs or alcohol; or

3.4.4.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

3.5. The Contractor shall notify the Department, in writing, a minimum of one (1) week prior to an employee's start date, when a new employee is hired to work in the program. Information submitted with this notification must include:

3.5.1. Full name with middle initial and official start date;

3.5.2. The work phone number and email address of the new employee, once assigned; and

3.5.3. Resume.

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall provide an annual report within 30 days of the end of each State Fiscal Year (July 30, 2022 & July 30, 2023), in a format approved by the Department, including, but not limited to:

5.1.1. Outreach and encounter statistics.

5.1.2. Quality assurance activities.

5.1.3. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.

5.1.4. Overall progress toward goals and supporting statistical information.

5.1.5. Program effectiveness.

5.1.6. Future plans or goals.

5.1.7. Data related to youth health care transition and related best practices including, but not limited to, information about health care provider practices transition policies.

5.1.8. Emerging issues.

5.2. The Contractor shall submit supporting documentation related to outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant annually, no later than May 15th of each year.

6. Performance Measures

6.1. The Department will monitor annual performance of the Contractor by reviewing the following:

6.1.1. The Contractor shall ensure 85% of training participants who respond to post training evaluations rate training as excellent or very good.

6.1.2. The Contractor shall ensure 85% of participating coordinators rate health care transition materials as very good or excellent.

6.1.3. The Contractor shall identify a number of pediatric health care practices without transition policies as a baseline by May 15, 2022.

6.1.4. The Contractor shall increase the number of pediatric health care practices that adopt transition policies from the baseline in 6.1.3, by May 15, 2023.

6.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.3. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.

6.4. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

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

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

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

8. Records

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

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Youth Health Care Transition Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25%, HRSA Title V Maternal Child Health Blcok Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, CFDA 93.994, FAINB04MC29353.
   1.2. 75% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 12.7% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFCS@dhhs.nh.gov, or invoices may be mailed to:

   Medical Services Technician
   Department of Health and Human Services
   Bureau for Family Centered Services
   129 Pleasant Street, Thayer Building
   Concord, NH 03301
6. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. 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.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

    12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

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

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Exhibit C-1 Budget

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

New Hampshire Coalition for Citizens with Disabilities Inc.
Contractor Name: d/b/a Parent Information Center

Budget Request for: Youth Health Care Transition Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 32,834.00	$ 4,268.42	$ 37,102.42	$ -	$ -	$ -	$ 32,834.00	$ 4,268.42	$ 37,102.42
2. Employee Benefits	$ 8,537.00	$ 1,109.81	$ 9,646.81	$ -	$ -	$ -	$ 8,537.00	$ 1,109.81	$ 9,646.81
3. Consultants	$ 2,500.00	$ 325.00	$ 2,825.00	$ -	$ -	$ -	$ 2,500.00	$ 325.00	$ 2,825.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:			$ -	$ -	$ -	$ -			$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 500.00	$ 65.00	$ 565.00	$ -	$ -	$ -	$ 500.00	$ 65.00	$ 565.00
6. Travel	$ 2,000.00	$ 260.00	$ 2,260.00	$ -	$ -	$ -	$ 2,000.00	$ 260.00	$ 2,260.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 500.00	$ 65.00	$ 565.00	$ -	$ -	$ -	$ 500.00	$ 65.00	$ 565.00
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 6,500.00	$ 845.00	$ 7,345.00	$ -	$ -	$ -	$ 6,500.00	$ 845.00	$ 7,345.00
11. Staff Education and Training	$ 300.00	$ 39.00	$ 339.00	$ -	$ -	$ -	$ 300.00	$ 39.00	$ 339.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Stipend/Meeting expenses	$ 2,400.00	$ 312.00	$ 2,712.00	$ -	$ -	$ -	$ 2,400.00	$ 312.00	$ 2,712.00
Cultural/Linguistic Support	$ 1,450.00	$ 189.00	$ 1,639.00	$ -	$ -	$ -	$ 1,450.00	$ 189.00	$ 1,639.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 57,521.00**	**$ 7,478.23**	**$ 64,999.23**	**$ -**	**$ -**	**$ -**	**$ 57,521.00**	**$ 7,478.23**	**$ 64,999.23**
Indirect As A Percent of Direct		13.0%							

Contractor Initials ML
Date 6/14/2021

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

Contractor Name: New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center

Budget Request for: Youth Health Care Transition Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 32,834.00	$ 4,268.42	$ 37,102.42	$ -	$ -	$ -	$ 32,834.00	$ 4,268.42	$ 37,102.42
2. Employee Benefits	$ 8,537.00	$ 1,109.81	$ 9,646.81	$ -	$ -	$ -	$ 8,537.00	$ 1,109.81	$ 9,646.81
3. Consultants	$ 2,500.00	$ 325.00	$ 2,825.00	$ -	$ -	$ -	$ 2,500.00	$ 325.00	$ 2,825.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:			$ -	$ -	$ -	$ -			$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 500.00	$ 65.00	$ 565.00	$ -	$ -	$ -	$ 500.00	$ 65.00	$ 565.00
6. Travel	$ 2,000.00	$ 260.00	$ 2,260.00	$ -	$ -	$ -	$ 2,000.00	$ 260.00	$ 2,260.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 500.00	$ 65.00	$ 565.00	$ -	$ -	$ -	$ 500.00	$ 65.00	$ 565.00
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 6,500.00	$ 845.00	$ 7,345.00	$ -	$ -	$ -	$ 6,500.00	$ 845.00	$ 7,345.00
11. Staff Education and Training	$ 300.00	$ 39.00	$ 339.00	$ -	$ -	$ -	$ 300.00	$ 39.00	$ 339.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Stipend/Meeting expenses	$ 2,400.00	$ 312.00	$ 2,712.00	$ -	$ -	$ -	$ 2,400.00	$ 312.00	$ 2,712.00
Cultural/Linguistic Support	$ 1,450.00	$ 189.00	$ 1,639.00	$ -	$ -	$ -	$ 1,450.00	$ 189.00	$ 1,639.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 57,521.00**	**$ 7,478.23**	**$ 64,999.23**	**$ -**	**$ -**	**$ -**	**$ 57,521.00**	**$ 7,478.23**	**$ 64,999.23**
Indirect As A Percent of Direct		13.0%							

Contractor Initials ML
Date 6/14/2021

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:

DocuSigned by:
Michelle Lewis
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6/14/2021
Date

Name: Michelle Lewis
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

DocuSigned by:
Michelle Lewis
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6/14/2021
Date

Name: Michelle Lewis
Title: Executive Director

DS
ML
Vendor Initials

6/14/2021
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS ML
Date 6/14/2021

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

DocuSigned by:
Michelle Lewis
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6/14/2021
Date

Name: Michelle Lewis
Title: Executive Director

DS
ML
Contractor Initials

6/14/2021
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

DS

Contractor Initials ML

Date 6/14/2021

New Hampshire Department of Health and Human Services
Exhibit G

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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

DocuSigned by:
Michelle Lewis
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6/14/2021
Date

Name: Michelle Lewis
Title: Executive Director

DS
ML
Contractor Initials

Date 6/14/2021

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

DocuSigned by:
Michelle Lewis
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6/14/2021
Date

Name: Michelle Lewis
Title: Executive Director

DS
ML

Contractor Initials
Date 6/14/2021

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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	NH Coalition for Citizens with Disabilities
The State	Name of the Contractor
DocuSigned by: Deborah D. Scheetz 8D9CE9163668474...	DocuSigned by: Michelle Lewis 7EAA28F2818B4D2...
Signature of Authorized Representative	Signature of Authorized Representative
Deborah D. Scheetz	Michelle Lewis
Name of Authorized Representative	Name of Authorized Representative
Director Division of Long Term Supports and Services	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/14/2021	6/14/2021
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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Michelle Lewis
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6/14/2021
Date

Name: Michelle Lewis
Title: Executive Director

DS
ML
Contractor Initials

6/14/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 119759876

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DS
Contractor Initials ML
Date 6/14/2021

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 State

CERTIFICATE

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

Business ID: **63839**

Certificate Number: **0005381579**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 7A13985F-F02D-458E-90F9-2A20EACA8F07

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 PARENT INFORMATION CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on June 24, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **728248**

Certificate Number: **0005351978**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 7A13985F-F02D-458E-90F9-2A20EACA8F07

CERTIFICATE OF AUTHORITY

I, ___Jocelyn Charles_____, hereby certify that:

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

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

VOTED: That __Michelle Lewis, Executive Director_____

is duly authorized on behalf of _NH Coalition of Citizens with Disabilities dba Parent Information Center _____ to enter into contracts or agreements with the State

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

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

Dated: 06.14.21

Signature of Elected Officer
Name: Jocelyn Charles
Title: Board Chair

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2021

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
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Vivian Pinette
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: vpinette@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : AmGuard Ins Co	42390
INSURER C : Mount Vernon Fire Ins. Co.	26522
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH Coalition For Citizens With Disabilities Inc., DBA: Parent Information
54 Old Suncook Rd
Concord NH 03301-7317

COVERAGES **CERTIFICATE NUMBER:** 21-22 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Employee Benefits Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2079606	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2079606	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB706414	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NHWC273639 (3a.) NH	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Directors & Officers Liability			NDO20032510	01/01/2021	01/01/2022	Each Occurrence	$1,000,000
							Aggregate	$1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire Department of Health
and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PARENT INFORMATION Center

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

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

PARENT INFORMATION Center

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

Financial Statements and Supplementary Information
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

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MELANSON

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

MELANSON

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center's fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 16, 2020. 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.

Other Matters

Other Information

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

Melanson

Merrimack, New Hampshire
March 10, 2021

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

Statement of Financial Position
June 30, 2020
(with comparative totals as of June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	$ 276,110	$ 10,332	$ 286,442	$ 207,306
Grants receivable	125,488	-	125,488	133,715
Accounts receivable	35,864	-	35,864	46,252
Prepaid expenses	14,861	-	14,861	11,783
Total Current Assets	452,323	10,332	462,655	399,056
Property and Equipment, Net	26,493	-	26,493	39,234
Total Assets	$ 478,816	$ 10,332	$ 489,148	$ 438,290
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	$ 19,585	$ -	$ 19,585	$ 34,083
Accrued payroll and related liabilities	36,952	-	36,952	35,335
Contract liabilities	48,230	-	48,230	2,500
Refundable advance	3,571	-	3,571	-
Total Current Liabilities	108,338	-	108,338	71,918
Net Assets:				
Without donor restrictions:				
Undesignated	271,216	-	271,216	279,099
Board-designated - Family Voices	99,262	-	99,262	80,608
With donor restrictions:				
Time and purpose restricted	-	10,332	10,332	6,665
Total Net Assets	370,478	10,332	380,810	366,372
Total Liabilities and Net Assets	$ 478,816	$ 10,332	$ 489,148	$ 438,290

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

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

Statement of Activities
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
SUPPORT AND REVENUE				
Support:				
Government grants	$ 734,427	$ -	$ 734,427	$ 856,513
Contributions	31,541	5,000	36,541	44,432
In-kind contributions (office space)	19,200	-	19,200	19,200
Revenue:				
Program service fees	184,247	-	184,247	111,874
Conferences and workshops	29,901	-	29,901	22,113
Interest income	141	-	141	105
Miscellaneous	1,200	-	1,200	1,500
Net Assets Released From Restriction	1,333	(1,333)	-	-
Total Support and Revenue	1,001,990	3,667	1,005,657	1,055,737
EXPENSES				
Program services	844,128	-	844,128	896,768
General and administration	139,534	-	139,534	148,296
Fundraising	7,557	-	7,557	8,846
Total Expenses	991,219	-	991,219	1,053,910
Change in Net Assets	10,771	3,667	14,438	1,827
Net Assets, Beginning of Year, as restated (see Note 9)	359,707	6,665	366,372	364,545
Net Assets, End of Year	$ 370,478	$ 10,332	$ 380,810	$ 366,372

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

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

Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020				
	Program Services	General and Administration	Fundraising	2020 Total	2019 Total
Personnel expense:					
Salary and wages	$ 490,128	$ 69,218	$ 2,012	$ 561,358	$ 518,631
Benefits	48,141	3,852	68	52,061	63,235
Payroll taxes	36,934	6,035	153	43,122	40,377
Professional services	-	16,961	-	16,961	15,515
Contracted services	126,945	-	-	126,945	183,794
Office	11,548	3,249	-	14,797	20,521
Information technology	8,854	8,729	-	17,583	15,692
Occupancy	43,843	20,639	5,000	69,482	71,802
Travel	13,174	133	-	13,307	19,314
Conferences and seminars	-	-	-	-	500
Depreciation	12,741	-	-	12,741	12,991
Insurance	-	5,575	-	5,575	6,524
Other expenses	8,792	437	324	9,553	27,131
Program expenses	7,248	-	-	7,248	17,390
Workshop expenses	31,010	114	-	31,124	30,218
Printing and reproduction	2,813	620	-	3,433	5,183
Equipment, repairs, and maintenance	1,857	3,972	-	5,829	5,037
Training	100	-	-	100	55
Total	$ 844,128	$ 139,534	$ 7,557	$ 991,219	$ 1,053,910

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

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

Statement of Cash Flows
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020	2019
Cash Flows From Operating Activities:		
Change in net assets	$ 14,438	$ 1,827
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	12,741	12,991
Changes in operating assets and liabilities:		
Grants receivable	8,227	11,779
Accounts receivable	10,388	(30,394)
Prepaid expenses	(3,078)	5,112
Accounts payable	(14,498)	16,273
Accrued payroll and related liabilities	1,617	2,897
Contract liabilities	45,730	750
Refundable advance	3,571	-
Net Cash Provided By Operating Activities	79,136	21,235
Cash Flows From Investing Activities:		
Purchase of property and equipment	-	(1,581)
Net Cash Used By Investing Activities	-	(1,581)
Net Change in Cash and Cash Equivalents	79,136	19,654
Cash and Cash Equivalents, Beginning of Year	207,306	187,652
Cash and Cash Equivalents, End of Year	$ 286,442	$ 207,306

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

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

Notes to Financial Statements
For the Year Ended June 30, 2020

1. Organization

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

- ***New Hampshire Family Voices (FV).*** This project is funded primarily through the State of New Hampshire, Department of Health and Human Services Bureau of Special Medical Services, to provide assistance to families and professionals through direct contact (telephone, e-mail, and in person), publication development and dissemination, workshops, website, and trainings.
- ***Parent Training and Information Center (PTI).*** This project is funded by the United States Department of Education, Office of Special Education Programs, to provide information, referral, training, and support to parents of children with disabilities.
- ***iSocial.*** This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education to support NH's Pyramid Model implementation, scale-up and sustainability efforts with the goal of improving social-emotional outcomes for young children. The program builds capacity to implement process coaching of local iSocial leadership teams, including embedding family engagement strategies within the selected communities and sites.

Other program services that the Organization offers are as follows:

- ***Race 2K.*** This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education to provide information, support, and technical assistance to school districts and others, including families to improve outcomes for preschool children with disabilities and their families.
- ***Family to Family (F2F).*** This project is funded by the United States Department of Education Health Resources and Services Administration (HRSA) to provide information, education, training, outreach, and peer support to families of children and youth with special health care needs and the professionals who serve them.
- ***Medical Home Initiative.*** This project is funded through the State of New Hampshire, Department of Health and Human Services, Bureau of Special Medical Services to support primary care practices in the development of family advisory councils. New

Hampshire Family Voices staff work closely with a practice to develop and launch their council, providing guidance in the creation of policies for the councils, conducting outreach, and new member orientation.

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

2. Summary of Significant Accounting Policies

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

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08, *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant change in the way the Organization recognizes revenue and, therefore, no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Organization has adopted ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement,* which modifies the disclosure requirements for fair value measurements, and removes disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting

principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

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

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. At June 30, 2020, and 2019, management has determined that no allowance is necessary.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. At June 30, 2020, and 2019, management has determined that no allowance is necessary.

Property and Equipment

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

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 or 2019.

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

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

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

Revenue and Revenue Recognition
A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

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

Revenues from program services are recognized when the performance obligation of providing the services are met. The performance obligation of training support and coaching, activity planning, and student support, is simultaneously received and consumed by the participants; therefore, the revenue is recognized when the service occurs. Upon receipt of a prepayment from a participant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer services in the future.

Revenue from conferences and workshops is recognized when the performance obligation of providing the services are met. The performance obligation of delivering

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

Donated Services and In-Kind Contributions

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

Functional Allocation of Expenses

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

Income Taxes

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

derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Financial Instruments and Credit Risk

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

Fair Value Measurements

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

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

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

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

New Accounting Standards to be Adopted in the Future

Leases

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

Contributed Nonfinancial Assets

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at

amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, are comprised of the following at June 30, 2020 and 2019:

	2020	2019
Financial assets at year-end:		
Cash and cash equivalents	$ 286,442	$ 207,306
Grants receivable	125,488	133,715
Accounts receivable	35,864	46,252
Total financial assets	447,794	387,273
Less amounts not available to be used within one year:		
Board-designated net assets for Family Voices not likely to be expended in less than one year	(99,262)	(80,608)
Net assets with donor restrictions - purpose restrictions not expected to be met in less than one year	(10,332)	(6,665)
Financial assets available within one year	338,200	300,000
Additional liquidity resources:		
Bank line of credit	50,000	50,000
Total financial assets and liquidity resources available within one year	$ 388,200	$ 350,000

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

4. Property and Equipment

Property and equipment is comprised of the following at June 30, 2020 and 2019:

	2020	2019
Furniture, fixtures, and equipment	$ 98,709	$ 118,416
Leasehold improvements	872	872
Subtotal	99,581	119,288
Less accumulated depreciation	(73,088)	(80,054)
Total	$ 26,493	$ 39,234

Depreciation expense totaled $12,741 and $12,991, for the years ended June 30, 2020 and 2019, respectively.

5. Line of Credit

The Organization has a $50,000 revolving line of credit available, secured by all assets. Borrowings under the line bear interest at a rate based on the Wall Street Journal Prime Rate plus 1.75%, adjusted daily. Interest only payments are required monthly with the principal payable on demand. The line was not utilized in fiscal years 2020 and 2019. At June 30, 2020 and 2019, the entire amount was available.

6. Contract Liabilities

Upon receipt of a prepayment from a participant or registrant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer services in the future. At June 30, 2020 and 2019, the Organization has recorded a liability of $48,230 and $2,500, respectively, which the Organization expects to recognize as revenue in the next fiscal year, when the services are provided and, therefore, satisfies its performance obligation to the participants or registrants.

7. Refundable Advances

The Organization receives grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenditures. Amounts received prior to incurring qualifying expenditures are reported as refundable advances. At June 30, 2020 and 2019, $3,571 and $0, respectively, are reflected as refundable advances.

8. Grants

The Organization has been awarded cost-reimbursable grants of $161,885 that have not been recognized at June 30, 2020 because qualifying expenditures have not yet been incurred.

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

9. Net Assets

Board-Designated Net Assets

Net assets without donor restrictions include board-designated net assets relating to the funds held on behalf of New Hampshire Family Voices as part of the Organization's fiscal sponsor agreement (see note 13). Board-designated net assets at June 30, 2020 and 2019 totaled $99,262 and $80,608, respectively. The June 30, 2018 balance has been restated from net assets with donor restrictions to net assets without donor restrictions based on review of supporting documentation.

Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes at June 30, 2020 and 2019:

	2020	2019
Support children with physical and cognitive disabilities	$ 5,000	$ -
PMC - Prevention Makes Cents	3,305	3,305
Other	2,027	3,360
Total	$ 10,332	$ 6,665

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time and totaled $1,333 and $0, for the years ending June 30, 2020 and 2019, respectively.

10. Retirement Plan

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers all employees of the Organization. Employees may make contributions to the plan up to the maximum amount allowed by the Internal

Revenue Code. The Organization is not required to make matching employer contributions. The Organization did not make any employer contributions to the plan for the fiscal years ended June 30, 2020 and 2019, respectively.

11. Operating Leases

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

The following is a schedule of future minimum rental payments:

Fiscal Year	Amount
2021	$ 38,400
2022	39,600
2023	6,600
Total future minimum rental payments	$ 84,600

12. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2020 and 2019, funding from State of New Hampshire accounted for 26% and 56%, respectively, of total revenues and 51% and 64%, respectively, of total receivables. During the years ended June 30, 2020 and 2019, funding from the United States Department of Education accounted for 39% and 18%, respectively, of total revenues and 20% and 9%, respectively, of total receivables. During the years ended June 30, 2020 and 2019, funding from the University of New Hampshire accounted for 14% and 6%, respectively, of total revenues and 18% and 19%, respectively, of total receivables.

13. Fiscal Sponsorships

The Organization has entered into two agreements to assume administrative and financial responsibilities of New Hampshire Family Voices (NHFV) and Prevention Makes Cents (PMC). NHFV provides free, confidential services to families and professionals caring for children with chronic conditions and/or disabilities. PMC provides school-based child assault prevention programs for preschool and elementary-aged children, as well as

multi-week parenting programs and topic-related workshops for parents and professionals. The activity of NHFV and PMC has been included in the Organization's financial statements.

14. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

15. Subsequent Events

Subsequent events have been evaluated through March 10, 2021, which is the date the financial statements were available to be issued.

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

Schedule of Program Services
For the Year Ended June 30, 2020

	FV	PTI	iSocial	Other	Total
SUPPORT AND REVENUE					
Support:					
Government grants	$ 273,157	$ 204,904	$ 183,173	$ 73,193	$ 734,427
Contributions	760	-	-	3,400	4,160
In-kind contributions (office space)	19,200	-	-	-	19,200
Revenue:					
Program service fees	29,164	-	1,200	153,883	184,247
Conferences and workshops	10	-	-	29,891	29,901
Interest income	57	-	-	-	57
Total Support and Revenue	322,348	204,904	184,373	260,367	971,992
EXPENSES					
Personnel expense:					
Salaries and wages	168,156	140,145	62,055	119,772	490,128
Benefits	35,833	4,196	4,047	4,065	48,141
Payroll taxes	12,617	10,644	4,618	9,055	36,934
Contracted services	164	4,500	88,252	34,029	126,945
Office	6,185	1,308	1,062	2,993	11,548
Information technology	2,045	1,697	1,409	3,703	8,854
Occupancy	19,200	12,382	5,226	7,035	43,843
Travel	2,387	2,343	2,946	5,498	13,174
Depreciation	11,925	-	-	816	12,741
Other expenses	3,726	-	180	4,886	8,792
Program expenses	7,248	-	-	-	7,248
Workshop expenses	10,519	171	465	19,855	31,010
Printing and reproduction	987	1,694	6	126	2,813
Equipment, repairs, and maintenance	-	750	-	1,107	1,857
Training	100	-	-	-	100
Total direct expenses	281,092	179,830	170,266	212,940	844,128
Indirect expenses	34,526	23,098	13,568	15,756	86,948
Total expenses	315,618	202,928	183,834	228,696	931,076
Net Program Income (Expenses)	$ 6,730	$ 1,976	$ 539	$ 31,671	$ 40,916

See Independent Auditors' Report.

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Parent Information Center
Board of Directors June 2021

The board serves without compensation.

Jocelyn Charles
Chair
CPA and Family Representative
Member 2014

Marcia Bagley
Board Vice Chair
Director of Special Education
Member 2011

Sandra E. Fay
Board Treasurer
Accountant
Member 2012

Sreenivasu Odugu
Family Representative
Member 2015

Dana Hill
Board Secretary
Family Representative
Member 2014

Kimberly Plante
Family Representative
Member 2015

Trisha Swonger
Family Representative
Member 2017

Michelle L. Lewis

EMPLOYMENT

August 2002-present	**NH Parent Information Center**, Concord, NH - Executive Director, January 2013-present - Race2K Project Director, August 2005-present - PTI Project Director, December 2007-present - iSocial Project Director, August 2019-present - DaSy Family Engagement Consultant, December 2019-present - NCSI Co-Lead CSLC, September 2015-October 2019 - PTAN Consultant, August 2009-June 20018 - Interim Executive Director, July 2012-January 2013 - PIRC Project Director, August 2002-October 2003
07/00-06/02	Treatment Foster Care Worker, Family Works, Inc., Madison, Wisconsin
10/96-07/00	Youth Offender Response Team Worker, Larimer County Department of Human Services, Fort Collins, Colorado

DEGREE

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

PROFESSIONAL CAPABILITIES

Leadership

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

State and National Presentations

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

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

Communication Skills

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

Project Development

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

Systems Change and Policy Development

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

State and National Boards/Workgroups/Teams

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

• TREASA (TERRY) OHLSON-MARTIN

EMPLOYMENT HISTORY

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

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

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

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

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

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

EDUCATION & CERTIFICATIONS:

BS, Human Services, Springfield College, Springfield, MA 01109-3797
Parent to Parent, USA
Educational Advocate, Teaching Organizational & Coping Skills, (Parent Information Center)
Telehealth Academy (Family Voices)
Standards of Quality for Family Strengthening & Support (Family Support NH)

PUBLICATIONS:

FCESS Hearing and Vision Services Report, T. Ohlson-Martin, Editor, US.DOE, OSEP,
Part C of the Idea, NH Bureau of Developmental Service, Special Medical Services, 2017

- Case Management Sourcebook, T. Ohlson-Editor, National Early Childhood Technical

Assistance System, Chapel Hill, NC 1990

- Ensuring Access: Family Centered Health Care Financing Systems for Children with Special Health Needs, New England Serve Regional Task Force on Health Care Financing, published by New England Serve, 101 Tremont Street, Boston, MA 1992
- Early Childhood Bulletin: Primer for New ICC Parents, author, published by Federation for Children with Special Needs, 1135 Tremont Street, Suite 420, Boston MA 02120-2140, 1992
- Paying the Bills, co-author, published by NE Serve, 101 Tremont Street, Boston, MA 02108, 1992
- HIV/AIDS Education.....It isn't Just for Health Class, co-author, Parent Information Center, PO Box 1422, Concord, NH 03302

AWARDS:

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

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Sylvia Pelletier

Summary

An organized, detail-oriented and visionary thinker with leadership skills and 20+ years of experience working to improve systems. Possesses a passion to improve systems of care for both the families served and the professionals working within them.

Has extensive personal experience with special health care needs, particularly epilepsy and pediatric cancer. Two of three children are pediatric cancer survivors.

Skills

Family Engagement
Group Facilitation & Training
Quality Assurance & Measure Design

Education

Rivier University – B.A.
Individualized Studies; *concentration Special Education & Elementary Education*

Certification Trainings

Telehealth Academy (Family Voices)

Standards of Quality for Family Strengthening & Support (Family Support NH)

Educational Advocate Training (Parent Information Center)

Pediatric Cancer Advocacy Training (The Children's Cause)

Employment History

1999-present NH Family Voices Concord, NH

- Associate Director
- Project Director – Medical Home Project

Responsibilities: quality assurance & measure design, patient & family engagement, practice & community based technical assistance, materials development, training, reporting

Previous

- Project Coordinator – Epilepsy Improvement Project

Responsibilities: quality improvement measure design, data collection, reporting, team facilitation (practice sites), parent & youth partner mentor, Learning Collaborative participation, training for community based providers, reporting

- Consumer Advocate – Partners in Chronic Care & Integrated Services Grants

Responsibilities: Represent & support family voice

- Outreach Coordinator

Committees & Collaborations

- NH Mental Health Care Access in Pediatrics (NH MCAP ECHO) – Faculty Member
- Healthy Families Flourish - UNH CoRE Team
- NH Pediatric Improvement Project Steering Committee
- Child Fatality Review Committee
- Sudden Death in Youth Committee
- Children for Youths with Chronic Conditions Council
- Epilepsy Foundation of New England – NH Council
- Center for Medical Home Improvement Liaison- served on NH Council on the Future of the Primary Care Medical Home (2007), NH Task Force on the Future of the Primary Care Medical Home (2008)

1989-1999 Hillsboro-Deering School District Hillsboro, NH

Speech & Language Assistant

Community Engagement & Leadership Activities

Childhood Cancer Lifeline – Founding Member; Board of Directors, President

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Lewis	Executive Director	$75,000.00	0%	$0
Terry Ohlson-Martin	NHFV Director	$42,759.94	6.67%	$2,852.09
Sylvia Pelletier	NHFV Associate Director	$39,243.51	26.67%	$10,466.24