



Lori A. Weaver  
Interim Commissioner

Patricia M. Tilley  
Director

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

26

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

May 30, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing contract, which was originally competitively bid, with Granite VNA, Inc. (VC# 174069), Concord, NH, to add funding to support home visiting, involving care, coordination and outreach, by increasing the total price limitation by \$594,177 from \$461,064 to \$1,055,241 with no change to the contract completion date of September 30, 2024, effective retroactive to April 1, 2023, upon Governor and Council approval. 80% Federal Funds. 20% General Funds.

The original contracts were approved by Governor and Council on February 8, 2023, item #39.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal 2024 and 2025, upon availability and continued appropriation of funds in the future operating budget with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

**EXPLANATION**

The Department released two (2) Requests for Proposals for Home Visiting Services statewide but was not able to identify a contractor to serve the Laconia catchment area. The Department is therefore adding services and funding for the Laconia catchment area to the existing home visiting contract with Granite VNA, Inc. This request is **Retroactive** to April 1, 2023, to ensure there is no gap in services for the families in the catchment area. This request is **Sole Source** because the Department is increasing the price limitation by more than 10%. The Contractor was identified as willing to take on the additional service area and has established relationships, experience, staff, and knowledge necessary to ensure that Laconia families receive care without disruption.

The purpose of this request is to add funding to the existing contract for Granite VNA, Inc. to take on Home Visiting Services for the Laconia region.

The Contractor provides home visiting services to pregnant individuals, and families with children up to age five (5), by utilizing the evidence-based home visiting model from Healthy Families America and its' Child Welfare Protocols. This nationally recognized program demonstrates positive outcomes for families in the areas of positive parenting practices, improved

maternal and child health, improved school readiness, increased economic self-sufficiency and parental educational attainment, and increased linkages and referrals to valuable community resources. This model has also demonstrated reduction in child maltreatment and family violence. Healthy Families America is currently being provided in every County in New Hampshire.

Approximately 44 families will be served by Granite VNA through the Home Visiting program during State Fiscal Years 2023, 2024, and 2025.

The Department will continue to monitor services by:

- Conducting scheduled data reviews to evaluate capacity utilization, service delivery by region, and demographic data to ensure equitable provision of services.
- Conducting scheduled data reviews of program performance across 19 federally-defined performance measures.
- Reviewing data entered into model-specific tracking documents by each sub-contractor to ensure fidelity to the requirements of the evidence-based model.
- Ensuring the proportion of families who receive at least seventy-five percent (75%) of the appropriate number of home visits based upon the individual level of service to which they are assigned.

Should the Governor and Executive Council not authorize this request, families in the Laconia region, which was identified as one of the state's highest areas of need in the most recent programmatic Need Assessment Update, will go unserved.

Source of Federal Funds: Assistance Listing Number # 93.870, FAIN # X1043595 / X1046878; Assistance Listing Number # 93.870, FAIN# X1141935 / X1145263; Assistance Listing Number # 93.658, FAIN# 2201NHFOST.

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

FISCAL DETAILS  
HOME VISITING SERVICES - GRANITE VNA, INC.  
AMENDMENT #1

<b>DIVISION OF PUBLIC HEALTH (DPHS) FUNDS</b>						
05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, HOME VISITING FORMULA GNT 100% FEDERAL - CFDA# 93.870, FAIN# X1043595; X1046878						
Granite VNA - Vendor # 1740691						
State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Amount
2023 (10/1/22-6/30/23)	074-500589	Grants for Pub Asst and Rel	90083208	\$80,533.00	\$0.00	\$80,533.00
2024 (7/1/23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$109,446.00	\$231,083.00	\$340,529.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$27,540.00	\$57,771.00	\$85,311.00
<b>SUBTOTAL:</b>				<b>\$217,519.00</b>	<b>\$288,854.00</b>	<b>\$506,373.00</b>

<b>05-95-90-902010-2451 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: PUBLIC HEALTH DIV, BUEAU OF COMM &amp; HEALTH SERV, ARP - MIEC HOME VISITING 100% FEDERAL FUNDS - CFDA# 93.870, FAIN# X1141935; X1145263</b>						
Granite VNA - Vendor # 1740691						
State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Amount
2023 (10/1/22-6/30/23)	074-500589	Grants for Pub Asst and Rel	90083206	\$11,452.00	\$61,139.00	\$72,591.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$0.00	\$8,504.00	\$8504.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$0.00	\$2,130.00	\$2130.00
<b>SUBTOTAL:</b>				<b>\$11,452.00</b>	<b>\$71,773.00</b>	<b>\$83,225.00</b>

<b>DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) FUNDS</b>						
05-95-042-421010-29580000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES 50% FEDERAL FUNDS - CFDA# 93.658, FAIN# 2201NHFOST						
Granite VNA - Vendor # 1740691						
State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Amount
2023 (10/1/22-6/30/23)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$87,035.00	\$38,925.00	\$125,960.00
2024 (7/1/23-6/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$116,046.00	\$155,700.00	\$271,746.00
2025 (7/1/24-9/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$29,012.00	\$38,925.00	\$67,937.00
<b>SUBTOTAL:</b>				<b>\$232,093.00</b>	<b>\$233,550.00</b>	<b>\$465,643.00</b>

<b>COMBINED HOME VISITING SERVICES CONTRACT TOTAL:</b>				<b>\$461,064.00</b>	<b>\$594,177.00</b>	<b>\$1,055,241.00</b>
--	--	--	--	---------------------	---------------------	-----------------------

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Home Visiting Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite VNA, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 8, 2023 (Item # 39), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,055,241
2. Modify Exhibit B, Scope of Services by replacing Subsections 3.3. & 3.4. with the below:
  - 3.3. The Contractor must service a portion of families utilizing the HFA Child Welfare Protocols (CWP) in the Conway and Laconia DCYF Catchment Areas, which is attached as Attachment 1. Virtual home visits may also be accommodated, in compliance with HFA requirements. The Contractor must ensure families being served utilizing the CWP have an expanded enrollment window, allowing for enrollment of families with a child up to twenty-four (24) months old, referred by the child welfare system, who are participating in the service voluntarily. For the Conway region, the Contractor must serve no less than three (3) DCYF families during the first six (6) months of the contract period and no less than four (4) families thereafter through the end of the contract period. For the Laconia region, the Contractor must serve no less than six (6) DCYF families during the first six (6) months of the contract period and no less than eight (8) families thereafter through the end of the contract period.
  - 3.4. The Contractor must serve fourteen (14) families in the Conway DCYF Catchment Area and thirteen (13) families in the Laconia DCYF Catchment Area under the traditional HFA model.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 78% Federal Funds from:
      - 1.1.1. Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 7, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X10MG43595.
      - 1.1.2. Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 2, 2022, by the DHHS Health Resources and

Granite VNA, Inc.

A-S-1.2

Contractor Initials

DS  
GH

Services Administration, CFDA 93.870, FAIN X10MC46878.

- 1.1.3. American Rescue Plan Act Funding for Home Visiting, as awarded on April 30, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X11MC41935.
- 1.1.4. American Rescue Plan Act Funding for Home Visiting, as awarded on October 28, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X11MC45263.
- 1.1.5. Administration of Children Youth & Families (ACF), as awarded on October 1, 2022, CFDA 93.658, FAIN 2301NHFOST.

1.2. 22% General Funds.

4. Modify Exhibit C, Payment Terms, Section 7., to read:

- 7. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-8, Budget (SFY 2025) – Amendment # 1.

5. Modify Exhibit C, Payment Terms, Subsection 9.2., by replacing with the below:

- 9.2. Payment shall be made on a monthly basis and follow a process determined by the Department, as indicated in Section 10.1., below.

6. Modify Exhibit C, Payment Terms, Subsection 10.1., by replacing with the below:

- 10.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-5, DCYF Budget (SFY 2023) – Amendment # 1, and Exhibit C-6, DCYF Budget (SFY 2024) – Amendment # 1. The Maximum allotment for contract expenditures by Fiscal Year is as follows:

State Fiscal Year	Amount
2023	\$62,168
2024	\$58,022
2025	\$0*
<b>Sub-Total</b>	<b>\$120,190</b>
<b>*The Contractor will only bill for direct services in SFY 25.</b>	

7. Add Exhibit C, Payment Terms, Section D., to read:

**D. Payment Terms Respective to Child Welfare Protocols for the Division for Children, Youth and Families (DCYF) for direct services to Laconia Catchment Region:**

11. Payment shall be for services provided in fulfillment of this Agreement, as specified in Exhibit B Scope of Work Section 3.4, and in accordance with the following:

- 11.1. Weekly Rate: For the purposes of this Agreement, a weekly rate shall be paid in the amount of \$148.95 per client (family) once per week.
- 11.2. Payment shall be made on a monthly basis and follow a process determined by the Department.
- 11.3. The Contractor cannot exceed the maximum allotment for weekly rate expenditure by Fiscal Year, which is as follows:

State Fiscal Year	Amount
2023	\$16,533
2024	\$93,590
2025	\$38,925
<b>Sub-Total</b>	<b>\$149,148</b>

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

8. Add Exhibit C, Payment Terms, Section E., to read:

**E. Payment Terms Respective to Child Welfare Protocols for the Division for Children, Youth and Families (DCYF) for administrative services to Laconia Catchment Region:**

12. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure each invoice is completed, dated and returned to the Department in order to initiate payment.

12.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-5, DCYF Budget (SFY 2023) – Amendment # 1, and Exhibit C-6, DCYF Budget (SFY 2024) – Amendment # 1. The Maximum allotment for contract expenditures by Fiscal Year is as follows:

State Fiscal Year	Amount
2023	\$22,392
2024	\$62,010
2025	\$0*
<b>Sub-Total</b>	<b>\$84,402</b>
<b>* The Contractor will only bill for direct services in SFY 25.</b>	

12.2. In lieu of hard invoice copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager  
 Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301

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

9. Modify Exhibit C-2 Budget, SFY 2024, by replacing in its entirety with Exhibit C-2, Budget (SFY 2024) – Amendment # 1, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit C-3 Budget, SFY 2025, by replacing in its entirety with Exhibit C-3, Budget (SFY 2025) – Amendment # 1, which is attached hereto and incorporated by reference herein.

11. Modify Exhibit C-4 Budget, SFY 2023, by replacing in its entirety with Exhibit C-4, Budget (SFY 2023) – Amendment # 1, which is attached hereto and incorporated by reference herein.

DS  
 GH

12. Modify Exhibit C-5 Budget, SFY 2023, by replacing in its entirety with Exhibit C-5, DCYF Budget (SFY 2023) – Amendment # 1, which is attached hereto and incorporated by reference herein.
13. Modify Exhibit C-6 Budget, SFY 2024, by replacing in its entirety with Exhibit C-6, DCYF Budget (SFY 2024) – Amendment # 1, which is attached hereto and incorporated by reference herein.
14. Add Exhibit C-7, Budget (SFY 2024) – Amendment # 1, which is attached hereto and incorporated by reference herein.
15. Add Exhibit C-8, Budget (SFY 2025) – Amendment # 1, which is attached hereto and incorporated by reference herein.

DS  
GH

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to April 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/30/2023

Date

DocuSigned by:

Patricia M. Tilley

64CF838F3CFD4C0...

Name: Patricia M. Tilley

Title: Director

Granite VNA, Inc.

5/30/2023

Date

DocuSigned by:

Geraldine Holmes

36F029705BC1410...

Name: Geraldine Holmes

Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

5/30/2023

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**Exhibit C-2, Budget (SFY 2024) - Amendment # 1**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	Home Visiting Formula Grant
<b>Budget Period</b>	SFY 2024 (07/01/2023 - 06/30/2024)
<b>Indirect Cost Rate (if applicable)</b>	10%
<b>Line Item</b>	<b>Program Cost --Funded by DHHS</b>
1. Salary & Wages	\$131,243
2. Fringe Benefits	\$36,753
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$14,950
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$4,500
5.(e) Supplies Office	\$8,000
6. Travel	\$38,000
7. Software	\$17,026
8. (a) Other - Marketing/ Communications	\$18,100
8. (b) Other - Education and Training	\$33,000
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$3,000
Other (please specify)	\$5,000
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$309,572</b>
<b>Total Indirect Costs</b>	<b>\$30,957</b>
<b>TOTAL</b>	<b>\$340,529</b>

Contractor Initial: DS  
GH

**Exhibit C-3, Budget (SFY 2025) - Amendment # 1**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	Home Visiting Formula Grant.
<b>Budget Period</b>	SFY 2025 (07/01/2024 - 09/30/2024)
<b>Indirect Cost Rate (if applicable)</b>	10%
<b>Line Item:</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$29,349
2. Fringe Benefits	\$8,218
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$4,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$2,000
5.(e) Supplies Office	\$3,725
6. Travel	\$4,000
7. Software	\$4,263
8. (a) Other - Marketing/ Communications	\$5,000
8. (b) Other - Education and Training	\$15,000
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$2,000
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$77,555</b>
<b>Total Indirect Costs</b>	<b>\$7,756</b>
<b>TOTAL</b>	<b>\$85,311</b>

Contractor Initial:

**Exhibit C-4, Budget (SFY 2023) - Amendment # 1**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	ARP - MIECH Home Visiting
<b>Budget Period</b>	SFY 2023 (10/01/2022 - 06/30/2023)
<b>Indirect Cost Rate (if applicable)</b>	10%
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$43,143
2. Fringe Benefits	\$12,080
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$150
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$150
5.(e) Supplies Office	\$100
6. Travel	\$1,000
7. Software	\$3,629
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$5,240
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$500
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$65,992</b>
<b>Total Indirect Costs</b>	<b>\$6,599</b>
<b>TOTAL</b>	<b>\$72,591</b>

Contractor Initial: DS  
GH

**Exhibit C-5, DCYF Budget (SFY 2023) - Amendment # 1**

<b>New Hampshire Department of Children, Youth and Families</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	Home Visiting Services, Child-Family Services
<b>Budget Period</b>	SFY 2023 (10/01/2022 - 06/30/2023)
<b>Indirect Cost Rate (if applicable)</b>	8%
<b>Line Item</b>	<b>Program Cost - Funded by DCYF</b>
1. Salary & Wages	\$16,102
2. Fringe Benefits	\$4,509
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$20,611</b>
<b>Total Indirect Costs</b>	<b>\$1,781</b>
<b>TOTAL</b>	<b>\$22,392</b>

 Contractor Initial: DS  
GH

Date: 5/30/2023

**Exhibit C-6, DCYF Budget (SFY 2024) - Amendment # 1**

<b>New Hampshire Department of Children, Youth and Families</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	Home Visiting Services, Child-Family Services
<b>Budget Period</b>	SFY 2024 (07/01/2023 - 06/30/2024)
<b>Indirect Cost Rate (if applicable)</b>	10%
<b>Line Item</b>	<b>Program Cost - Funded by DCYF</b>
1. Salary & Wages	\$43,143
2. Fringe Benefits	\$12,080
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$1,150
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$56,374</b>
<b>Total Indirect Costs</b>	<b>\$5,636</b>
<b>TOTAL</b>	<b>\$62,010</b>

Contractor Initial: ps  
GH

Date: 5/30/2023

**Exhibit C-7, Budget (SFY 2024) - Amendment # 1**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	ARP - MIECH Home Visiting
<b>Budget Period</b>	SFY 2024 (07/01/2023 - 06/30/2024)
<b>Indirect Cost Rate (if applicable)</b>	4%
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$7,201
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$1,000
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$8,201.</b>
<b>Total Indirect Costs</b>	<b>\$303</b>
<b>TOTAL</b>	<b>\$8,504</b>

Contractor Initial: DS  
GH

**Exhibit C-8, Budget (SFY 2025) - Amendment # 1**

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	ARP - MIECH Home Visiting
<b>Budget Period</b>	SFY 2025 (07/01/2024 - 09/30/2024)
<b>Indirect Cost Rate (if applicable)</b>	10%
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$1,436
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$500
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$1,936</b>
<b>Total Indirect Costs</b>	<b>\$194</b>
<b>TOTAL</b>	<b>\$2,130</b>

Contractor Initial: DS  
GH

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE VNA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 18, 1899. 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: 63116

Certificate Number: 0006235411



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



## CERTIFICATE OF AUTHORITY

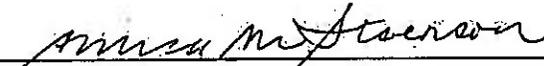
I, Andrea Stevenson, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Granite VNA, Inc.
2. The following is a true copy of a vote taken electronically of the Board of Directors/shareholders, on **May 23, 2023** at which a quorum of the Directors/shareholders voted.

**VOTED:** That Geraldine Holmes is duly authorized on behalf of Granite VNA, Inc. 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: 5/24/2023

  
\_\_\_\_\_  
Andrea Stevenson  
Secretary



**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/22/2023

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

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

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Linda Jaeger, CIC <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>E-MAIL ADDRESS:</b> linda.jaeger@usi.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Granite VNA, Inc. 30 Pillsbury Street Concord, NH 03301-797	<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Wesco Insurance Company	<b>25011</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 40136045**      **REVISION NUMBER:**

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

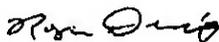
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2533904	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2533904	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB856722	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3599042 3A States: NH	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2533904	04/01/2023	04/01/2024	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

Description of Operations: Healthy Families America  
Laconia Catchment Amendment w/ NH DHHS

**CERTIFICATE HOLDER**

**CANCELLATION**

State of NH Dept Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

**Granite VNA**

**Mission**

**We enhance dignity and independence for people by delivering quality health care and promoting wellness in homes and communities through all stages of life.**



**FINANCIAL STATEMENTS**

September 30, 2022 and 2021.

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Granite VNA, Inc.

### *Opinion*

We have audited the accompanying financial statements of Granite VNA, Inc., which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite VNA, Inc. as of September 30, 2022 and 2021, and the results of its operations, changes in its net assets, and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

### *Basis for Opinion*

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Granite VNA, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite VNA, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Board of Trustees  
Granite VNA, Inc.  
Page 2

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Granite VNA, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite VNA, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2022

**GRANITE VNA, INC.**  
**Statements of Financial Position**  
**September 30, 2022 and 2021**

**ASSETS**

	<u>2022</u>	<u>2021</u>
Current assets		
Cash and cash equivalents	\$ 2,398,472	\$ 8,903,547
Patient accounts receivable, net	10,652,489	7,240,565
Other receivables	312,802	161,179
Prepaid expenses	<u>851,571</u>	<u>359,804</u>
Total current assets	14,215,334	16,665,095
Investments	30,148,510	43,043,055
Beneficial interest in perpetual trusts	1,524,162	1,560,040
Property and equipment, net	5,720,642	6,077,151
Other assets	<u>102,150</u>	<u>156,082</u>
Total assets	<u>\$ 51,710,798</u>	<u>\$ 67,501,423</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable	\$ 459,829	\$ 517,522
Accrued payroll and related expenses	2,882,485	2,959,971
Deferred revenue	16,500	20,196
Medicare accelerated payments	-	3,864,006
Refundable advance	<u>766,557</u>	<u>-</u>
Total current liabilities	4,125,371	7,361,695
Other liabilities	<u>102,150</u>	<u>156,082</u>
Total liabilities	<u>4,227,521</u>	<u>7,517,777</u>
Net assets		
Without donor restrictions	40,676,386	52,037,115
With donor restrictions	<u>6,806,891</u>	<u>7,946,531</u>
Total net assets	<u>47,483,277</u>	<u>59,983,646</u>
Total liabilities and net assets	<u>\$ 51,710,798</u>	<u>\$ 67,501,423</u>

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

## GRANITE VNA, INC.

## Statements of Operations

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 34,963,551	\$ 36,058,675
COVID-19 relief funding and other revenue	3,216,199	9,642,518
Spending policy appropriations	827,554	669,862
Net assets released from restrictions for operations	<u>42,488</u>	<u>52,302</u>
Total operating revenue	<u>39,049,792</u>	<u>46,423,357</u>
Operating expenses		
Salaries and wages	28,894,723	25,956,565
Employee benefits	7,933,834	7,657,121
Purchased services	3,453,324	3,019,564
Supplies and other expenses	4,830,024	4,735,731
Depreciation	<u>557,273</u>	<u>456,144</u>
Total operating expenses	<u>45,669,178</u>	<u>41,825,125</u>
Operating (loss) surplus	<u>(6,619,386)</u>	<u>4,598,232</u>
Nonoperating revenue (losses) and other support		
Contributions	741,070	548,963
Net assets acquired from Central New Hampshire VNA & Hospice	-	17,942,232
Investment activity, net of fees and spending policy appropriation	<u>(5,482,413)</u>	<u>2,815,873</u>
Total nonoperating revenue (losses) and other support	<u>(4,741,343)</u>	<u>21,307,068</u>
(Deficit) excess of revenue and other support over expenses and (decrease) increase in net assets without donor restrictions	<u>\$ (11,360,729)</u>	<u>\$ 25,905,300</u>

---

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

## GRANITE VNA, INC.

## Statements of Changes in Net Assets

## Years Ended September 30, 2022 and 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, September 30, 2020	\$ 26,131,815	\$ 6,984,221	\$ 33,116,036
Excess of revenue and other support over expenses	25,905,300	-	25,905,300
Net appreciation on investments	-	737,954	737,954
Investment income, net of fees	-	57,291	57,291
Net assets acquired from Central New Hampshire VNA & Hospice		194,275	194,275
Change in fair value of beneficial interest in perpetual trusts held by others	-	196,954	196,954
Net assets released from restrictions for operations	-	(52,302)	(52,302)
Spending policy appropriation	-	(171,862)	(171,862)
Change in net assets	<u>25,905,300</u>	<u>962,310</u>	<u>26,867,610</u>
Balances, September 30, 2021	<u>52,037,115</u>	<u>7,946,531</u>	<u>59,983,646</u>
Deficit of revenue and other support over expenses	(11,360,729)	-	(11,360,729)
Net depreciation on investments	-	(990,098)	(990,098)
Investment income, net of fees	-	100,687	100,687
Contribution of beneficial interest in perpetual trust held by others	-	189,624	189,624
Change in fair value of beneficial interest in perpetual trusts held by others	-	(225,503)	(225,503)
Net assets released from restrictions for operations	-	(42,488)	(42,488)
Spending policy appropriation	-	(171,862)	(171,862)
Change in net assets	<u>(11,360,729)</u>	<u>(1,139,640)</u>	<u>(12,500,369)</u>
Balances, September 30, 2022	<u>\$ 40,676,386</u>	<u>\$ 6,806,891</u>	<u>\$ 47,483,277</u>

---

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

## GRANITE VNA, INC.

## Statements of Cash Flows

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$(12,500,369)	\$ 26,867,610
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	557,273	456,144
Loss on disposal of property and equipment	-	4,507
Net depreciation (appreciation) on investments	6,469,586	(3,766,639)
Contribution of beneficial interest in perpetual trust held by others	(189,624)	-
Change in fair value of beneficial interest in perpetual trusts	225,503	(196,954)
Net assets acquired from Central New Hampshire VNA & Hospice, net of cash and cash equivalents of \$1,969,356	-	(16,167,151)
Decrease (increase) in the following assets		
Patient accounts receivable	(3,411,924)	(1,483,566)
Other receivables	(151,623)	(30,433)
Prepaid expenses	(491,767)	8,017
Increase (decrease) in the following liabilities		
Accounts payable	(57,693)	(52,474)
Accrued payroll and related expenses	(77,486)	(457,850)
Deferred revenue	(3,696)	(13,583)
Medicare accelerated payments	(3,864,006)	(2,299,065)
Refundable advance	766,557	(1,860,176)
Paycheck Protection Program Funds	-	(6,169,200)
Net cash used by operating activities	<u>(12,729,269)</u>	<u>(5,160,813)</u>
Cash flows from investing activities		
Acquisition of property and equipment	(200,764)	(472,830)
Purchases of investments	(16,918,804)	(7,762,559)
Proceeds from sale of investments	<u>23,343,762</u>	<u>7,997,370</u>
Net cash provided (used) by investing activities	<u>6,224,194</u>	<u>(238,019)</u>
Net decrease in cash and cash equivalents	(6,505,075)	(5,398,832)
Cash and cash equivalents, beginning of year	<u>8,903,547</u>	<u>14,302,379</u>
Cash and cash equivalents, end of year	<u>\$ 2,398,472</u>	<u>\$ 8,903,547</u>

---

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

**GRANITE VNA, INC.****Notes to Financial Statements****September 30, 2022 and 2021****1. Summary of Significant Accounting Policies****Organization**

Granite VNA, Inc., formerly known as Concord Regional Visiting Nurse Association, Inc., (the Association) is a non-stock, non-profit corporation organized in New Hampshire. The Association's primary purposes are to provide home health care, hospice, and community health services to residents of Concord, New Hampshire and surrounding communities. Credit is extended at regular terms without collateral.

The Association is a subsidiary of Capital Region Health Care Corporation (CRHC), its sole corporate member. CRHC is a holding company for various providers of health care services to residents in central New Hampshire, including Concord Hospital.

**Central New Hampshire VNA & Hospice Acquisition**

Effective April 1, 2021, Central New Hampshire VNA & Hospice (CNH) merged into the Association. This resulted in the Association acquiring substantially all assets and liabilities of CNH. The acquisition occurred in order to better serve the community. The acquisition resulted in a contribution of net assets of \$18,136,507, as follows:

Cash and cash equivalents	\$ 1,969,356
Patient accounts receivable, net	724,347
Investments	13,728,492
Other receivables	20,604
Other current assets	83,290
Beneficial interest in perpetual trust	179,098
Property and equipment, net	2,216,979
Accounts payable	(67,311)
Accrued payroll and related expenses	(247,324)
Provider Relief Funds	<u>(471,024)</u>
Fair value of net assets acquired	<u>\$18,136,507</u>

The acquisition resulted in a contribution because the fair value of the identifiable assets exceeds the fair value of the liabilities assumed and no consideration was transferred from the Association. The governing boards of the entities believed the merger presented an opportunity to provide enhanced services to the CNH community by merging into a larger home health provider (the Association); therefore, no consideration was given.

The acquisition agreement provided that the Association is the surviving entity, and would change its name to Granite VNA, Inc.

## GRANITE VNA, INC.

### Notes to Financial Statements

September 30, 2022 and 2021

#### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Basis of Statement Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a statement of financial position, statements of operations and changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a statement of financial position; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

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

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire property and equipment are reported as support with donor restrictions. Absent explicit donor stipulations as to how long-lived assets must be maintained, satisfactions of donor restrictions are reported when the property and equipment are acquired and placed in service.

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**GRANITE VNA, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

**Patient Accounts Receivable**

Patient accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides a reserve for payment adjustments based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are applied against the reserve for payment adjustments.

Patient accounts receivable, net amounted to \$10,652,489; \$7,240,565; and \$5,032,652 as of September 30, 2022, 2021, and 2020, respectively.

**Investments**

The Association reports investments at fair value, and has elected to report all gains and losses in the (deficit) excess of revenue and other support over expenses to simplify the presentation of these amounts in the statements of operations, unless otherwise stipulated by the donor or State law. All gains and losses related to investments stipulated by the donor or State law are reported in the statement of changes in net assets.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Consequently, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position.

Funds have been pooled for investment purposes. Income received, and realized and unrealized gains and losses, are apportioned to the participating funds based on their respective units in the pool, and then apportioned to the appropriate net asset categories according to donor restrictions and State law. The units held by each fund are determined using fair value.

**Property and Equipment**

Purchased property and equipment are recorded at cost. Owned property and equipment are depreciated on the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are amortized by the straight-line method over the lesser of the lease term or the estimated useful life of the related asset.

**Net Patient Service Revenue**

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

## GRANITE VNA, INC.

### Notes to Financial Statements

September 30, 2022 and 2021

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

Because all of the Association's performance obligations relate to short-term periods of care, the Association has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14 (a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

#### **Income Taxes**

The Association is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### **COVID-19 and Relief Funding**

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services (CMS) implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

**GRANITE VNA, INC.****Notes to Financial Statements****September 30, 2022 and 2021**

Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest.

**CARES Act Provider Relief Stimulus Funds**

The Association has received emergency federal grant funding under the CARES Act from the Provider Relief Fund (PRF) which are funds to support healthcare providers in responding to the COVID-19 outbreak.

The PRF is being administered by the U.S. Department of Health and Human Services. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as revenue when qualifying expenditures or lost revenues have been incurred. The following table outlines the distributions received, period of availability and revenue recognized during the years ended September 30, 2022 and 2021.

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/10/2020 to 6/30/2020)	\$ 1,947,624	6/30/2021	\$ -	\$ 1,860,176
Period 4 (7/1/2021 to 12/31/2021)	<u>1,705,658</u>	12/31/2022	<u>1,705,658</u>	-
Total	<u>\$ 3,653,282</u>		<u>\$ 1,705,658</u>	<u>\$ 1,860,176</u>

The Association received advance funding from CMS totaling \$6,163,071 as of September 30, 2020, which was to be paid back over an eighteen month period beginning in April 2021. The balance remaining at September 30, 2021 was \$3,864,006 reflected in current liabilities in the statement of financial position. The full balance was paid back as of September 30, 2022.

The Association also received and recognized \$357,000 of CARES Act money passed through the State of New Hampshire for hazard pay during the year ended September 30, 2021.

**GRANITE VNA, INC.****Notes to Financial Statements****September 30, 2022 and 2021****CARES Act Paycheck Protection Program**

On April 16, 2020, the Association received a loan from the U.S. Small Business Administration (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$6,169,200. The loan proceeds were to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balances was dependent upon compliance with this and other terms and conditions of the CARES Act. The Association received notification of forgiveness from the SBA on June 29, 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the forgiveness of the loan as COVID-19 relief funding and other revenue in the statement of operations for the year ended September 30, 2021.

**American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received \$895,185 in grant funding under ARPA during the year ended September 30, 2022 for the purpose of workforce investment. As of September 30, 2022, the Association had incurred qualifying recruitment and retention expenses in the amount of \$128,628 that was recorded as revenue as COVID-19 relief funding and other revenue in the statement of operations for the year ended September 30, 2022. The remaining unspent ARPA funds of \$766,557 are reported as a refundable advance on the statement of financial position.

**2. Availability and Liquidity of Financial Assets**

The Association had working capital of \$10,089,963 as of September 30, 2022 and average days (based on normal expenditures) of cash and cash equivalents and liquid investments on hand of 32 and 92 at September 30, 2022 and 2021, respectively.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions costs not financed with debt or restricted funds, were as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents, less donor restricted funds	\$ 2,382,985	\$ 8,888,060
Patient accounts receivable, net	10,652,489	7,240,565
Other receivables	312,802	161,179
Investments without donor restrictions or Board designations	810,300	868,239
Estimated spending policy appropriation - donor restricted	172,000	172,000
Estimated spending policy appropriation - board designated	<u>625,000</u>	<u>498,000</u>
Financial assets available to meet general expenditures within one year	<u>\$ 14,955,576</u>	<u>\$ 17,828,043</u>

**GRANITE VNA, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

The Board has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income, but remain available and may be spent at the discretion of the Board. The Association also has board designated long-term investments that are intended to fund certain costs or projects that could be made available for general expenditure upon Board approval. The Association has other assets restricted to use, which are more fully described in Note 6, and which are not available for general expenditure within the next year. These amount are not reflected in the amounts above.

The Association manages its cash and cash equivalents available to meet general expenditures following two guiding principles:

- Operating within a prudent range of financial soundness and stability.
- Maintaining adequate liquid assets.

**3. Investments**

Investments by class of net assets and designation consist of the following:

	<u>2022</u>	<u>2021</u>
Without donor restrictions and undesignated	\$ 810,300	\$ 868,239
Without donor restrictions - designated by Board		
Functions as endowment	15,932,621	20,249,780
Hospice House	495,850	560,110
Hospice House replacement reserve	284,218	314,013
30 Pillsbury Street replacement reserve	331,250	368,471
Donahue Fund	40,442	46,910
Leadership Fund	23,260	30,041
Operating reserve	-	7,499,863
Contribute to operating budget	-	3,224,628
Information Technology special projects	-	560,000
Strategic mission	-	950,000
Workforce development	6,363,330	500,000
Mission enhancement	-	400,000
Community initiatives	-	500,000
Building capital improvements and maintenance	600,000	600,000
With donor restrictions		
Temporary in nature	1,893,833	2,402,263
Perpetual in nature (income of which is expendable) and appreciation thereon	<u>3,373,406</u>	<u>3,968,737</u>
	<u>\$ 30,148,510</u>	<u>\$ 43,043,055</u>

## GRANITE VNA, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

Investment (loss) income consisted of the following:

	<u>2022</u>	<u>2021</u>
Interest and dividends, net of fees	\$ 753,454	\$ 342,479
Net (depreciation) appreciation on investments	(6,469,586)	3,766,639
	<u>\$ (5,716,132)</u>	<u>\$ 4,109,118</u>

Investment management fees were \$200,868 for 2022 and \$171,791 for 2021.

Endowment

The Association's endowment consists of individual funds established for a variety of purposes by donors. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Changes in endowment net assets for the years ended September 30 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, September 30, 2020	\$ 18,188,638	\$ 3,755,341	\$21,943,979
Investment return			
Investment income, net of fees	178,263	27,808	206,071
Net appreciation	<u>2,380,879</u>	<u>357,450</u>	<u>2,738,329</u>
Total investment return	<u>2,559,142</u>	<u>385,258</u>	<u>2,944,400</u>
Spending policy appropriations	<u>(498,000)</u>	<u>(171,862)</u>	<u>(669,862)</u>
Endowment net assets, September 30, 2021	<u>20,249,780</u>	<u>3,968,737</u>	<u>24,218,517</u>
Investment return			
Investment income, net of fees	460,718	47,843	508,561
Net depreciation	<u>(3,623,881)</u>	<u>(471,312)</u>	<u>(4,095,193)</u>
Total investment losses	<u>(3,163,163)</u>	<u>(423,469)</u>	<u>(3,586,632)</u>
Release to operations	<u>(498,304)</u>	-	<u>(498,304)</u>
Spending policy appropriations	<u>(655,692)</u>	<u>(171,862)</u>	<u>(827,554)</u>
Endowment net assets, September 30, 2022	<u>\$ 15,932,621</u>	<u>\$ 3,373,406</u>	<u>\$19,306,027</u>

**GRANITE VNA, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

Return Objectives and Strategies Employed for Achieving Objectives

The primary objective of the investment funds is preserving the purchasing power of the assets. The investment funds are managed based on relative performance, in a manner that provides diversification, liquidity and a dependable source of income. The goal is to attain a rate of return equal to the Consumer Price Index plus 4%.

Funds with Deficiencies

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level that the donor or the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) requires the Association to retain as a fund of perpetual duration ("underwater"). The Board's policy does permit spending from underwater endowment. Any deficiencies are reported in net assets with donor restrictions. At September 30, 2022, donor endowment funds with a fair value of \$3,373,406 were below the donor's original gift or stipulated levels by \$34,163. There were no such deficiencies at September 30, 2021.

Spending Policy

The Association has interpreted the Act as allowing the Board to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund as is prudent. In doing so, the Board must consider the long and short-term needs of the Association in carrying out its purpose, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions. For the years ended September 30, 2022 and 2021, the Board retained all appreciation over 7% of the original gift value on donor-restricted endowment funds in net assets with donor restrictions, excluding three funds.

The Association developed an additional spending policy for funds donated to the Association without donor restrictions and designated by the Board as endowment funds. The policy is a 3% annual draw calculated on a three year rolling market value historical average regardless of deficiencies due to temporary market fluctuations. The funds are released monthly and transferred from the investment account to the operating account to help support operations and continue to meet the Association's mission.

**GRANITE VNA, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

**4. Beneficial Interest in Perpetual Trusts**

The Association is a beneficiary of the Benjamin and Gertrude Couch, George Griffin, Jeanne C. and Walter W. Dwyer, and Thelma A. Larson Trusts, the assets of which are not in the possession of the Association. In addition, as a result of the CNH acquisition, the Association is a beneficiary of the Muriel Devens Bond Fund, Leo and Marguerite LaFrance Fund, and Fernald-Gilman-Leavitt VNA Hospice Continuing Education Fund. The Association has legally enforceable rights and claims to such assets, including the right to income therefrom. Consistent with the provisions of FASB ASC Subtopic 958-605 related to accounting for contributions received, these funds are included in the Association's financial statements. The fair value of the trust assets is reflected as an estimate of the present value of the future cash flows from the trusts and is reported as net assets with donor restrictions. Appreciation of the trusts is not available for expenditure by the Association unless the trustee decides to appropriate it. Total distributions from these trusts were \$63,094 in 2022 and \$54,764 in 2021.

**5. Property and Equipment**

A summary of property and equipment as of September 30 follows:

	<u>2022</u>	<u>2021</u>
Land	\$ 306,000	\$ 306,000
Buildings and improvements	5,745,191	5,745,191
Leasehold improvements	1,160,818	1,160,818
Furniture and equipment	2,287,269	2,287,269
Information system equipment	<u>1,340,032</u>	<u>1,139,268</u>
	<b>10,839,310</b>	<b>10,638,546</b>
Less accumulated depreciation	<u>5,118,668</u>	<u>4,561,395</u>
Property and equipment, net	<b><u>\$ 5,720,642</u></b>	<b><u>\$ 6,077,151</u></b>

## GRANITE VNA, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

6. Net Assets

Net assets with donor restrictions were as follows at September 30:

	<u>2022</u>	<u>2021</u>
Funds maintained with donor restrictions temporary in nature:		
Slusser Fund - scholarships	\$ 104,231	\$ 123,245
Audrey Lindgren Fund - financial assistance	1,314,862	1,568,242
Barstow Trust	2,131	2,131
Special Needs Bearded Men	13,046	13,046
Bishop Scholarship - nursing education	3,329	8,527
Ruby Raine Nydegger Fund - pediatric education	20,210	29,920
Penacook Village Fund - homemaker services for residents of Penacook and Lower Boscawen	451,200	672,329
Hospice preparatory course and certification	<u>314</u>	<u>314</u>
	<u>\$ 1,909,323</u>	<u>\$ 2,417,754</u>
Funds subject to the Association's spending policy and appropriation Perpetual in nature, the income of which is expendable to support:		
General	1,136,359	1,136,359
Hospice House	823,377	823,377
Bishop Scholarship	20,543	20,543
Heston Hospice	463,242	463,242
Donahue Fund	32,199	32,199
Ruby Raine Nydegger Fund	32,282	32,282
Penacook Village Fund	899,567	899,567
(Deficit) appreciation of net assets with perpetual donor restrictions	<u>(34,163)</u>	<u>561,168</u>
	<u>3,373,406</u>	<u>3,968,737</u>
Funds maintained in perpetuity		
Beneficial interest in perpetual trusts, income without restrictions	<u>1,524,162</u>	<u>1,560,040</u>
Total	<u>\$ 6,806,891</u>	<u>\$ 7,946,531</u>

## GRANITE VNA, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

**7. Net Patient Service Revenue**

A summary of net patient service revenue for the years ended September 30 is as follows:

	<u>2022</u>	<u>2021</u>
Gross patient service revenue		
Medicare	\$ 32,259,909	\$ 32,120,411
Medicaid	2,176,499	3,016,365
Private patient	598,359	739,240
Other third-party	<u>3,826,286</u>	<u>3,756,959</u>
	38,861,053	39,632,975
Less contractual adjustments and charity care	<u>3,897,502</u>	<u>3,574,300</u>
Net patient service revenue	<u>\$ 34,963,551</u>	<u>\$ 36,058,675</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

**8. Charity Care**

The Association has a policy of providing charity care to its clients who are unable to pay. Eligible clients are identified based on their financial information obtained and subsequent analysis. Since the Association does not expect payment, estimated charges for charity care are not included in revenue.

The amount of home care charges foregone for services furnished under the Association's charity care policy was \$89,300 and \$166,000 for 2022 and 2021, respectively. Costs incurred for these activities approximated \$62,700 and \$169,700 for 2022 and 2021, respectively.

**GRANITE VNA, INC.****Notes to Financial Statements****September 30, 2022 and 2021**

The Association also provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. Costs incurred for these activities, for services to Medicaid patients, approximated \$991,000 and \$1,863,000 for 2022 and 2021, respectively.

The Association was able to provide the above charity care under sliding fee scale policies and in activities without established rates or at rates substantially below cost through a combination of local community support and state grants. Local community support consisted of contributions and municipal appropriations.

In 2022 and 2021, approximately 1% of nongovernmental home health and hospice clients served received services on a discounted basis.

**9. Concentrations of Credit Risk**

The Association generated approximately 89% of its gross patient service revenues from the New Hampshire Medicaid and federal Medicare programs in 2022 and 2021. Under these programs, the provider is reimbursed for the care of the qualified clients at amounts which may differ from its standard charges.

The Association grants credit without collateral to its patients, most of whom are local residents and insured under third-party payor agreements. The mix of receivables for patients and third-party payors at September 30 were as follows:

	<u>2022</u>	<u>2021</u>
Medicare	64 %	64 %
Medicaid, other third-party payors and patients	<u>36</u>	<u>36</u>
	<u>100 %</u>	<u>100 %</u>

Due to the large concentration of clients who receive benefits from the Medicare reimbursement program, the Association is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Association's operations.

**10. Commitments and Contingencies****Malpractice Insurance**

The Association carries malpractice insurance coverage under a claims-made policy through a group risk sharing arrangement with CRHC. The policy is a claims-made policy that includes basic liability, as well as excess liability coverage on varying levels. The cost of purchasing the coverage is shared between the entities that have entered into the risk sharing agreement.

## GRANITE VNA, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

Should the claims-made policy not be renewed or replaced with equivalent insurance, claims based on occurrences during its term, but reported subsequently, would be uninsured. The Association intends to renew its coverage on a claims-made basis and has no reason to believe that it may be prevented from renewing such coverage. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined that no such accrual is necessary for the years ended September 30, 2022 and 2021.

Lease

The Association has entered into a 30-year building lease, expiring February 2024, for a cost of \$1 per year with CRHC. The lease is for the building that the Association utilizes for the hospice house.

**11. Functional Expenses**

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2022</u>	<u>2021</u>
Program services		
Salaries and benefits	\$ 29,449,556	\$ 29,722,013
Other operating expenses		
Supplies	2,056,313	2,158,360
Purchased services	1,180,789	1,683,724
Transportation	930,847	855,742
Other	143,625	322,853
Depreciation	<u>295,242</u>	<u>273,865</u>
Total program services	<u>34,056,372</u>	<u>35,016,557</u>
Administrative and general		
Salaries and benefits	7,379,001	3,891,673
Other operating expenses		
Supplies	130,718	158,277
Purchased services	2,272,535	1,335,840
Transportation	41,137	28,466
Other	1,527,384	1,212,033
Depreciation	<u>262,031</u>	<u>182,279</u>
Total administrative and general	<u>11,612,806</u>	<u>6,808,568</u>
Total	<u>\$ 45,669,178</u>	<u>\$ 41,825,125</u>

**GRANITE VNA, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

The Association allocates expenses between program services and administrative and general functions. Benefits are allocated based on a percentage of total salaries, and depreciation, rent, and repairs and maintenance are allocated based on square footage. The remaining expenses are allocated using a Medicare cost reporting methodology.

**12. Retirement Plan**

The Association sponsors a 401(k) profit sharing plan (Plan) that includes an Association match covering employees who meet certain age and time requirements. Contributions to the Plan were \$1,059,290 for 2022 and \$1,026,332 for 2021.

**13. Deferred Compensation Plan**

The Association had established a funded deferred compensation plan for the former President/Chief Executive Officer (CEO). The plan was designed to defer a portion of annual compensation and provide payments, as determined by the plan, at disability, retirement, death, separation from service, or for certain financial hardships. All amounts contributed and income earned under the funded plan are held in a trust, remain, until made available to the participant or designated beneficiary, the sole property and rights of the Association, and are included in other assets and other liabilities in the statements of financial position. The former President/CEO has elected distribution at a future time.

**14. Related Party Transactions**

The Association engages in activities with CRHC and its subsidiaries on a regular basis. Services provided to affiliates by the Association include nursing services of \$114,540 for 2022 and \$103,375 for 2021. Services purchased from affiliates by the Association include information system support, telephone services, and supplies of \$245,456 for 2022 and \$457,141 for 2021. The Association owed Concord Hospital \$46,435 and \$124,536 as of September 30, 2022 and 2021, respectively. These amounts are included in accounts payable in the statements of financial position.

**15. Fair Value Measurement**

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

## GRANITE VNA, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Association's assets measured at fair value on a recurring basis as of September 30:

	2022			
	<u>Carrying Amount</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments				
Cash and cash equivalents	\$ 2,014,706	\$ 2,014,706	\$ -	\$ -
Equities	18,074,539	18,074,539	-	-
Commodities	474,748	474,748	-	-
Corporate bonds and notes	<u>9,584,517</u>	<u>-</u>	<u>9,584,517</u>	<u>-</u>
	30,148,510	20,563,993	9,584,517	-
Beneficial interest in perpetual trusts	1,524,162	-	-	1,524,162
Assets to fund deferred compensation	<u>102,150</u>	<u>102,150</u>	<u>-</u>	<u>-</u>
<b>Total</b>	<b><u>\$ 31,774,822</u></b>	<b><u>\$ 20,666,143</u></b>	<b><u>\$ 9,584,517</u></b>	<b><u>\$ 1,524,162</u></b>
	2021			
	<u>Carrying Amount</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments				
Cash and cash equivalents	\$ 1,096,098	\$ 1,096,098	\$ -	\$ -
Mutual funds	4,392,019	4,392,019	-	-
U.S. Government bonds	4,741,361	4,741,361	-	-
Equities	27,356,843	27,356,843	-	-
Commodities	811,394	811,394	-	-
Corporate bonds and notes	<u>4,645,340</u>	<u>-</u>	<u>4,645,340</u>	<u>-</u>
	43,043,055	38,397,715	4,645,340	-
Beneficial interest in perpetual trusts	1,560,040	-	-	1,560,040
Assets to fund deferred compensation	<u>156,082</u>	<u>156,082</u>	<u>-</u>	<u>-</u>
<b>Total</b>	<b><u>\$ 44,759,177</u></b>	<b><u>\$ 38,553,797</u></b>	<b><u>\$ 4,645,340</u></b>	<b><u>\$ 1,560,040</u></b>

Fair value of the investments is measured using quoted prices in active markets where available. Fair value of Level 2 corporate bonds and notes is primarily based on quoted market prices of comparable securities.

**GRANITE VNA, INC.****Notes to Financial Statements****September 30, 2022 and 2021**

Fair value of the beneficial interest in perpetual trusts is measured based on quoted market prices of the investments in the trusts, but is classified as Level 3 as there is no market in which to trade the beneficial interest itself.

Changes in the fair value of assets classified as Level 3 are comprised of the following:

Balance, September 30, 2020	\$ 1,183,988
Acquired from CNH	179,098
Change in value	<u>196,954</u>
Balance, September 30, 2021	1,560,040
Addition	189,624
Change in value	<u>(225,502)</u>
Balance, September 30, 2022	<u>\$ 1,524,162</u>

**16. Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 13, 2022, the date which the financial statements were available to be issued.

On October 1, 2022, the Association renewed the hospice house lease with CRHC for 10 years, expiring September 2032, with an automatic 10 year renewal period, for a cost of \$1 per year.

Granite VNA, LLC Board of Trustees

Michael T. Griffin	Chair
David F. Green, MD, FACS	Vice-Chair
James Mullins, CFA	Treasurer
Andrea M. Stevenson, RN, BSN	Secretary
Beth J. Slepian, MBA, PT	President/CEO
Robin Michaud, RN	Rep at-Large
Daniel L. Andrus	
Joel Arsenault, AAMS	
Patricia Bourgault	
Brian D. Duffy, Esq.	
Michelline Dufort	
Mark Edelstein	
Paul Greenan	
Susan Houghton	
Lyn Lindpaintner, MD	
Christopher Parkinson	
Natalya Pearl, CFP, CTFA	
Corrine Smith, RN, BSN, MS	
Steven Whitely, Esq.	

## **Jennifer Brechtel**

### **Objective**

Seeking an exciting and challenging opportunity in an organization where my skills and knowledge can be used to the fullest.

### **Employment History**

#### *Community Benefit Manager*

March 2007 – Present Granite VNA, Concord, NH

- Manage the agency's efforts in assessing the community's health needs and assets
- Develop and manage community health outreach initiatives
- Measure and report program accomplishments and results
- Leverage partnerships with other organizations to enhance the impact of community benefit programming
- Previous positions include Community Liaison and Community Health Coordinator

#### *Operations Trainer*

July 2000 – March 2007 Anthem Blue Cross Blue Shield, Manchester, NH

- Provided training in all lines of business to customer service representatives
- Designed and developed customer service training curriculum
- Created and updated documentation used by customer service to resolve customer inquiries
- The M.A.G.I.C.® of Customer Relations Certified Facilitator
- Previous positions include Customer Service Representative, Researcher, and Performance Specialist

#### *Store Manager*

May 1995 – July 2000 Lady Foot Locker, Concord, NH

- Responsible for inventory management and sales goals, including development and organization of store and vendor promotions
- Management of all store personnel including, hiring, associate development, scheduling, conflict management, and performance reviews.
- Previous positions include Assistant Store Manager and Sales Associates

### **Professional Affiliations**

*Penacook Community Center Board of Directors*

September 2013 – August 2020

*GoodLife Programs & Activities Board of Directors*

June 2018 – June 2021

### **Education**

Bachelor of Science; Plymouth State University, Plymouth, NH

Health Education; Focus: Wellness Management

### **Certificates**

Certified Health Education Specialist (CHES)

Master Trainer – "A Matter of Balance: Managing Concerns About Falls"

Master Trainer – "Better Choices, Better Health Chronic Disease Self-Management Program

Master Trainer – "Powerful Tools for Caregivers"

### **References**

References are available on request.

**Schelley Rondeau, R.N.**



**Experience:**

**School Nurse- Tuftonboro Central School K-6** 2021- present

Responsible for student health

**Pediatric Home Care Nurse/Home Visiting Nurse/Supervisor  
Granite Visiting Nurses** 2021- present

Responsible for pediatric home care clients

**MCH Coordinator/Pediatric Program Manager** 2010-2021  
*Central NH VNA and Hospice, Laconia & Wolfeboro, Inc., NH 03894.*

Responsible for pediatric program administration and coordination as well as case management and home visiting according to MCH contract guidelines.

**Home Health Nurse/Maternal Child Health Nurse** 1997-2010  
*VNA-Hospice of Southern Carroll County and  
Vicinity, Inc. Wolfeboro, NH 03894*

Responsible for primary client care for home health patients, maternal-newborn visits, home visiting for Good Beginnings program, Child Health Program, collaborates with parent educator and community resources.

Responsible for Children and adults' immunization clinics

**Intake Nurse** 1995 - 1997  
*VNA-Hospice of Southern Carroll County and  
Vicinity Wolfeboro, NH*

Responsible for intake of new referrals, staff scheduling, case management and supervision of staff nurses

**U.S. Army Staff Nurse, R.N.** 1991-1995.  
*Gorgas Army Community  
Hospital, U.S. Canal Zone,  
Republic of Panama*

Supervision and Staff Nurse on a Pediatric Ward

**Education and Awards**

Bachelor's in Nursing  
Norwich University, Northfield, Vermont

**1982 -1986**

U.S. Army, Commander's Award for Public Service-  
Superior Performance Award from Gorgas Army  
Community Hospital  
Certified as Lactation Counselor  
Certified in Parents as Teachers program  
Certified in Growing Great Kids Program

**June 1995**

**June 1995**

**1997-Present**

**2012-Present**

**2012-Present**

# RYAN A. MARCHAND

## MISSION

I'd like to empower community members and new parents through skill-building, resource connection, reflection, and evidence-based practices.

## EXPERIENCE

### **Program Manager/Supervisor/FAW, Healthy Families America, BM-CAP - 2022-present**

Oversees HFA program, ensuring our site follows and upholds up to date Best Practice Standards. I also supervise and provide guidance for one family support specialist with weekly reflective supervision. Additionally, I screen/enroll referrals using the FROG tool.

### **Family Support Specialist, Healthy Families America, BM-CAP - 2018-2022**

As a Home visitor/FSS, I was responsible for building relationships with new and expecting parents in the area, as well as connecting them with community resources to promote a sense of confidence and build protective factors for participating families. I employed the Parents as Teachers curriculum during these visits.

## EDUCATION

Lakes Region Community College, Laconia, NH — Computer Technologies, 2013 - 2015

Plymouth State University, Plymouth, NH — BA, Communications, 2007

## SKILLS SUMMARY

- Familiarity with up to date HFA Best Practice Standards
- Records available for HFA FSS/FAW/FROG/Supervisory trainings
- Trauma-informed home visiting and motivational interviewing expertise
- Reflective Supervision experience with home visiting staff, nurturing professional growth
- Dependability, collaboration and friendliness as a baseline in home and work life
- Excellent time and resource management skills, flexible and pragmatic problem solving
- Administrative organization with special attention to confidentiality
- Course-backed Microsoft Office Suite expertise (Word, Excel, PowerPoint, Outlook, Access)

References available upon request

## Sarah Love

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## Skills

I am a passionate and dedicated life-long learner who values respectful communication, collaborative problem solving, authentic and joyful engagement. I am patient, adaptable and hard working. I love to weave my joy of gardening, cooking, exploring and singing with my sense of humor to create loving, engaging and meaningful moments and environments.

## Experience

2021-Present

**The Sandwich Children's Center, Sandwich NH - *Co-Director/Lead Toddler Teacher/Program Coordinator***

### As Lead Toddler Teacher:

- Follows state DHHS/CCLU rules and regulations to maintain a physical and emotional safe space for all children and families
- Responsible for the creation of program philosophy and ensures it reflects best practices in foundations of early child development according to NAEYC
- Observes regularly in classrooms and serves as a role model and mentor in all aspects of interaction with children, families and staff
- Conducts home visits with all families in order to foster a respectful partnership to ensure each family and child are visible in the classroom
- Responsible for child observations, assessments and documentation of children's development and exploration according to Developmentally Appropriate Practice
- Partners with local school district professionals to conduct referrals to local resource agencies
- Works with all staff to create a reflective, respectful, professional and empowering ECE culture through weekly staff meetings, professional development days and daily communication

### As Co-Director:

- Ensures the Center's adherence to all state and local health, safety, and licensing regulations to maintain a physical and emotional safe space for all children, families and staff.
- Responsible for operating the Center in accordance with the approved budget. Works with the bookkeeper to be sure all financial files and records are thorough, accurate, regularly maintained and up-to-date.
- Responsible for the daily operations of the program including budget, billing, health and safety practices, hiring, training, promoting, supervising and problem solving with staff in order to create an effective environment conducive of growth and learning.
- Establishes procedures for interviewing prospective families, enrolling students and providing financial aid information.
- Facilitates orientation and adjustment of all newly enrolled children and their families.
- Establishes open and warm relationships with families and community members. Responds to requests and concerns in a timely and respectful manner.

- Maintains professional development plans, conducts annual reviews and reviews of policy handbooks.
- Attends bi-monthly Board of Directors meetings as an ex-officio member to maintain cohesive program philosophy and mission.
- Establish a culture of professionalism and commitment to best practices according to NAEYC competencies and code of ethics
- Executing the program's mission as well as developing and carrying out program policies and procedures that support that mission
- Advocates for all children being able to gain access to quality programming

2017-2020

**Barton Family, Moultonboro NH - *Family Helper***

- Supporting parents in the home setting during caregiving routines for their infant and two toddlers.
- Errand running, grocery shopping
- Planning and preparing nutritious weekly meals
- Lite house keeping

2015-2020

**Squam Lake Inn/Squam Lake Marketplace, Holderness NH-*Bar/Kitchen Manager***

- Leading front of the house/back of the house teams which included hiring and training new staff, ensuring staff complies with company policy and healthy/safety regulations.
- Managing inventory/finances
- Overseeing daily operations
- Ensuring customer satisfaction and handling conflicts
- Menu creation for daily operation as well as special events coordination
- Maintaining SERVSAFE certification
- Working with upper management to create a respectful, cooperative and positive work environment for customers and staff alike.

2008-2009

**Sandwich Children's Center, Sandwich NH - *Afternoon Preschool Teacher***

- Supporting children during afternoon rest.
- Creating a safe and inclusive environment for children to explore and play.
- Age appropriate curriculum development and implementation.
- Forming partnerships with families in order to bridge home and school life.

Spring 2008

**Cabrillo College Children's Center One's Classroom, Aptos CA - *Student Intern***

- Planning and implementing a balance of individual and group activities based on careful observation of each child's social, emotional, cognitive and physical needs.
- Conflict resolution techniques that promoted cooperation and empathy.
- Use of DAP (Developmentally Appropriate Practice) for assessing and observing children.
- Daily family check-ins and monthly family workshops.

2004-2008

**Tara Redwood School, Soquel CA-Co-Teacher Multiage (3-5) Preschool Classroom**

- Utilized my extensive foundation of early childhood development to create a safe, predictable, respectful, age appropriate and inclusive preschool classroom that fostered each child's innate curiosity about the richly diverse physical world around them.
- Helped to cultivate a classroom culture rich in language, the sciences, art, music and movement that assisted children in feeling competent, valued, seen and heard.
- Created a curriculum for children that helped them to make connections to the natural world around them.
- Assisted in fostering the development of warm relationships between children, their caregivers and peers through meaningful dialogue, mindfulness exercises and respectful conflict resolution techniques.
- Assisted in making all families feel visible and honored by encouraging family participation in the classroom.
- Working with upper management to create a respectful, cooperative and positive work environment for customers and staff alike.

## **Education**

2005-2008

**Cabrillo College, Aptos CA - AS Early Childhood Education**

### **Specialization Certificates**

- Anti Bias Curriculum
- Working with Culturally Diverse Families
- Curriculum Planning
- Peace Education and Children's Literature

1997-2000

**University of Southern Maine, Portland ME -Undergraduate General Education**

## **Certifications/Licenses/Trainings**

- State of California Family Day Care License Tara Redwood School 2011-2012
- UCSB Extension Montessori World Institute Certificate Sensorial and Practical Life
- UCSB Extension Montessori World Institute Certificate Pre K Math and Language
- UCSB Extension Montessori World Institute Certificate Beginner Math and Language
- Creating Compassionate Cultures Educator/Caregiver Training
- Attended RIE 2022 Annual Conference Online with keynote speaker Dr. Dana Suskind
- Attended webinar Creating Culturally Inclusive Family Programs with Antioch University and Unearthing Joy Together

Contractor Name  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jennifer Brechtel	Director	\$53,038
Schelley Rondeau	HFA Supervisor	\$77,022
Ryan Marchand	Family Support Specialist	\$77,750
Sarah Love	Family Support Specialist	\$47,310

ARC  
39



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

**Lori A. Weaver**  
Interim Commissioner

**Patricia M. Tilley**  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-3964  
www.dhhs.nh.gov

December 29, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, and the Division of Children, Youth and Families, to enter into **Retroactive** contracts with the contractors listed below in an amount not to exceed \$8,847,771 to provide home visiting services, with the option to renew for up to four (4) additional years, effective retroactive to October 1, 2022, upon Governor and Council approval through September 30, 2024. 73.87% Federal Funds. 25.11% General Funds. 1.22% Other Funds.

Contractor Name	Vendor Code	Area Served*	Contract Amount
Community Action Partnership of Strafford County	177200-B004	Rochester Catchment Area	\$1,224,446
Granite VNA, Inc.	177244-B002	Conway Catchment Area	\$481,064
The Family Resource Center at Gorham	162412-B001	Berlin and Littleton Catchment Areas	\$1,590,113
Waypoint	177166-B002	Concord, Manchester, Seacoast and Southern Catchment Areas	\$5,572,148
		<b>Total:</b>	<b>\$8,847,771</b>
* Note the Department did not receive vendor responses for some areas of the state and is currently in the process of re-soliciting for those remaining regions to ensure statewide coverage.			

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds. Depending on the eligibility of the client, funding type is determined at the time of the payment.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 4

**See attached fiscal details.**

### **EXPLANATION**

This request is Retroactive to avoid any interruption in these services and to allow for continuity of care for families in these regions. This was a complex procurement collaboratively sought by the Division of Public Health Services and the Division for Children, Youth and Families with multiple funding sources. The Department needed additional time to confirm funding details and finalize the contracts and therefore did not have executed contracts in time to present to Governor and Council to prevent the previous contracts from expiring.

The purpose of this request is to provide home visiting services to pregnant individuals, and families with children up to age five (5), by utilizing the evidence-based home visiting model from Healthy Families America and its' Child Welfare Protocols. This nationally recognized program demonstrates positive outcomes for families in the areas of positive parenting practices, improved maternal and child health, improved school readiness, increased economic self-sufficiency and parental educational attainment, and increased linkages and referrals to valuable community resources. This model has also demonstrated reduction in child maltreatment and family violence. Healthy Families America is currently being provided in every County in New Hampshire. The purpose of this request is to ensure continuity of services, while supporting expansion of the program, making it available to a broader population of families, including those involved in New Hampshire's child welfare system.

Approximately 354 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Division of Public Health Services will monitor services by:

- Conducting monthly, quarterly, and annual data reviews to evaluate capacity utilization, service delivery by region, and demographic data to ensure equitable provision of services.
- Conducting quarterly and annual data reviews of program performance across 19 federally-defined performance measures.
- Reviewing data entered into model-specific tracking documents by each sub-contractor to ensure fidelity to the requirements of the evidence-based model.

The Division for Children, Youth, and Families will monitor services using the following performance measures:

---

<sup>1</sup> HFA Evidence of Effectiveness 2022 Website.pdf (healthyfamiliesamerica.org)

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

- Referrals
  - Share of families who are referred to Healthy Families America from Division for Children, Youth and Families. (Number of families currently enrolled in Healthy Families America Child Welfare Protocols and percentage of Healthy Families America Child Welfare Protocol slots currently used.)
  - Share of Division for Children, Youth and Families-referred families that were enrolled between three (3) and twenty-four (24) months of age.
  - Share of Division for Children, Youth and Families-referred families with a recent assessment of a Substance Exposed Infant.
- Enrollments
  - Average time to enrollment from the time and date of referral.
  - Number of days from referral date to the first home visit.
  - Share of families that are offered Healthy Family America and percentage of offered families who decide to receive Healthy Family America.
  - Proportion of families that are retained in the program over specified periods of time, (3 months, 6 months, and every 6 months thereafter) after receiving a first home visit.
  - Proportion of families who receive at least seventy-five percent (75%) of the appropriate number of home visits based upon the individual level of service to which they are assigned.
- Program Completion
  - Share of families who do not complete the program, including, reason for non-completion and/or discharge.
  - Share of families that discharged who completed a minimum of specified periods of service. (Starting at 6 months, and every 6 months thereafter up until 36 months of service.)
- Short-term Outcomes
  - Share of families with a new case opened to the Division for Children, Youth and Families, or a new report of maltreatment, within 6 months after discharge.
  - Share of children who enter out-of-home placement within 6 months after discharge, including breakdown of placement type.
  - Share of children who enter any form of out-of-home placement within 12 months of discharge.
  - Differences in outcomes outlined above (i.e., prevention of out of home removal, decreases in risk/needs) by racial/ethnic and geographic characteristics.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from June 29, 2022 through August 2, 2022. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

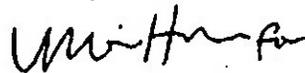
As referenced in Exhibit A, of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request over 200 New Hampshire families will experience a lapse in preventive services they've come to depend on, leaving vulnerable families without access to proven support for preventing child abuse and neglect, family violence, low birth-weight, maternal depression, and developmental delays.

Source of Federal Funds: Assistance Listing Number # 93.870, FAIN # X1043595, X1046878, X1145263; Assistance Listing Number # 93.658, FAIN # (FFPSA) 2201NHFOST; and Assistance Listing Number # 93.391, FAIN # NH75OT000031

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

**FISCAL DETAIL SHEET**  
**SFY 23, 24 & 25 HOME VISITING SERVICES CONTRACTS**

**DIVISION OF PUBLIC HEALTH (DPHS) FUNDS**

**05-95-80-802010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, HOME VISITING FORMULA GNT  
 100% FEDERAL CFDA #93.870 FAIN # X1043595, X1046878**

<b>Community Action Partnership of Stratford County - Vendor #177200-8004</b>				
<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Budget Amounts</b>
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083208	\$192,620.00
2023 (10/1/22 - 6/30/23)	102-500731	Contracts for Program Services	90083208	\$16,995.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$317,640.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$79,410.00
<b>SUBTOTAL:</b>				<b>\$606,665.00</b>

<b>Waypoint - Vendor #177166-8002</b>				
<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Budget Amounts</b>
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083208	\$692,250.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$950,000.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$237,500.00
<b>SUBTOTAL:</b>				<b>\$1,879,750.00</b>

<b>State VNA - Vendor #177244-8002</b>				
<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Budget Amounts</b>
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083208	\$80,533.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$109,446.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$27,540.00
<b>SUBTOTAL:</b>				<b>\$217,519.00</b>

<b>The Family Resource Center at Gorham - Vendor #162412-8001</b>				
<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Budget Amounts</b>
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083208	\$269,729.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$378,354.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083210	\$92,583.00
<b>SUBTOTAL:</b>				<b>\$740,666.00</b>
<b>Total of AU 5896</b>				<b>\$3,444,600.00</b>

05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
BEHAVIORAL HEALTH DIVISION, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION  
FUNDS

100% OTHER FUNDS

Waypoint - Vendor #177166-B002				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023	074-500589	Grants for Pub Asst and Rel	92057502	\$108,000.00
SUBTOTAL:				\$108,000.00
TOTAL OF AU 3382				\$108,000.00

05-95-09-902010-5190 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, HHS: PUBLIC  
BUREAU OF COMM & HEALTH SERV, MATERNAL - CHILD HEALTH, HEALTH DIV  
100% GENERAL FUNDS

Family Resource Center at Gorham - Vendor #162412-B001				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	102-500731	Contracts for Program Svcs	90004019	\$56,250.00
2024 (7-1-23-6/30/24)	102-500731	Contracts for Program Svcs	90004019	\$75,000.00
2025 (7/1/24-9/30/24)	102-500731	Contracts for Program Svcs	90004019	\$18,750.00
SUBTOTAL:				\$150,000.00
TOTAL OF AU 5190				\$150,000.00

05-95-09-901010-5771 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, HHS: PUBLIC  
HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES  
100% FEDERAL FUNDS CFDA #93.391 FAIN#NH750T000031

Waypoint - Vendor #177166-B002				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Relief	90577160	\$105,000.00
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Relief	90577150	\$157,500.00
SUBTOTAL:				\$262,500.00

Family Resource Center at Gorham - Vendor #162412-B001				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Relief	90577150	\$86,512.00
SUBTOTAL:				\$86,512.00
TOTAL OF AU 5771				\$349,012.00

05-95-90-902010-2451 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: PUBLIC HEALTH DIV, BUEAU OF COMM & HEALTH SERV, ARP - MIEC HOME VISITING 100%  
FEDERAL FUNDS CFDA #93.870, FAIN# X1141935 & X1145263

Community Action Partnership of Strafford County - Vendor #177200-B004				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083206	\$17,532.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$54,231.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$13,558.00
SUBTOTAL:				\$85,321.00

Waypoint - Vendor #177166-B002				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083206	\$114,064.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$125,000.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$142,350.00
<b>SUBTOTAL:</b>				<b>\$381,414.00</b>

Grants VNA - Vendor #177244-B002				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083206	\$11,452.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$0.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$0.00
<b>SUBTOTAL:</b>				<b>\$11,452.00</b>

Family Resource Center at Gorham - Vendor #162412-B001				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	074-500589	Grants for Pub Asst and Rel	90083206	\$68,714.00
2024 (7-1-23-6/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$50,000.00
2025 (7/1/24-9/30/24)	074-500589	Grants for Pub Asst and Rel	90083207	\$56,532.00
<b>SUBTOTAL:</b>				<b>\$175,246.00</b>
<b>TOTAL OF AU 2451</b>				<b>\$653,433.00</b>

**DPHS SUBTOTAL: \$4,705,045.00**

**DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) FUNDS**

05-95-042-421010-2958, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES  
 50% FEDERAL CFDA #93.658 FAIN # 2201NHFOST

Community Action Partnership of Strafford County - Vendor #177200-B004				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$199,673.00
2024 (7-1-23-6/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$266,230.00
2025 (7/1/24-9/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$66,557.00
<b>SUBTOTAL:</b>				<b>\$532,460.00</b>

Granite VNA - Vendor #17244E002				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$87,035.00
2024 (7-1-23-6/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$116,046.00
2025 (7/1/24-9/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$29,012.00
<b>SUBTOTAL:</b>				<b>\$232,093.00</b>

The Family Resource Center at Gorham - Vendor #162412-B001				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$184,133.00
2024 (7-1-23-6/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$218,845.00
2025 (7/1/24-9/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$54,711.00
<b>SUBTOTAL:</b>				<b>\$437,689.00</b>

Waypoint - Vendor #177166-B002				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023 (10/1/22 - 6/30/23)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$1,102,682.00
2024 (7-1-23-6/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$1,470,242.00
2025 (7/1/24-9/30/24)	637-504181	TITLE IV-E FOSTER CARE SERVICE	42105869	\$367,560.00
<b>SUBTOTAL:</b>				<b>\$2,940,484.00</b>
Total of AU 2958				<b>\$4,142,726.00</b>

**DCYF SUBTOTAL: \$4,142,726.00**

<b>COMBINED HOME VISITING SERVICES CONTRACT TOTAL:</b>	<b>\$8,847,771.00</b>
--	-----------------------

**New Hampshire Department of Health and Human Services  
Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFP-2023-DPHS-01-HOMEV

Project Title Home Visiting Services

	Maximum Points Available	Community Action Partnership of Strafford County	Granite VNA, Inc.	The Family Resource Center at Gorham	Waypoint
<b>Technical</b>					
Experience	30	25	24	30	28
Organizational Capacity	35	30	29	33	30
Performance Improvement	25	20	22	24	24
<b>Subtotal - Technical</b>	<b>90</b>	<b>75</b>	<b>75</b>	<b>87</b>	<b>82</b>
<b>Cost</b>					
Budget Sheet (Appendix F & F-1)	5	3	3	4	3
Program Staff List (Appendix G)	5	3	3	4	4
<b>Subtotal - Cost</b>	<b>10</b>	<b>6</b>	<b>6</b>	<b>8</b>	<b>7</b>
<b>TOTAL POINTS</b>	<b>100</b>	<b>81</b>	<b>81</b>	<b>95</b>	<b>89</b>
<b>TOTAL PROPOSED VENDOR COST</b>		<b>\$1,064,820</b>	<b>\$484,188</b>	<b>\$1,750,754</b>	<b>\$5,880,968</b>

Reviewer Name
1 Gyleen Smith
2 Usa Caociola (Lampron)
3 Kristi Hart
4 Ashley Janos
5 Kelly McCormac
6 Aurelia Moran

Title
Administrator III, Finance
Administrator II, DPHS Finance
Program Specialist IV, DPHS
Program Specialist IV, DCYF
Assessment Supervisor IV, DCYF
Supervisor V, DPHS

Subject: Home Visiting Services / RFP-2023-DPHS-01-HOMEV-02

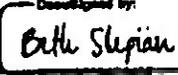
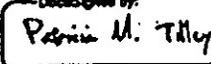
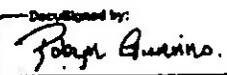
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Granite VNA, Inc.		<b>1.4 Contractor Address</b> 30 Pillsbury Street Concord, NH 03301	
<b>1.5 Contractor Phone Number</b> 603-515-2445	<b>1.6 Account Number</b> 05-095-090-902010-5896 05-095-090-902010-2451 05-095-042-421010-2958	<b>1.7 Completion Date</b> 9/30/2024	<b>1.8 Price Limitation</b> \$461,064.00
<b>1.9 Contracting Officer for State Agency</b> Robert W. Moore, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 1/5/2023		<b>1.12 Name and Title of Contractor Signatory</b> Beth Slepian President/CEO	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 1/5/2023		<b>1.14 Name and Title of State Agency Signatory</b> Patricia M. Tilley Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 1/5/2023			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> O&C Item number: _____ G&C Meeting Date: _____			

**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.

Contractor Initials BJS  
Date 7/5/2023

**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

Contractor Initials

BJS

Date 1/5/2023

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.

Contractor Initials BJS  
Date 1/5/2023

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

**EXHIBIT A**

---

**Revisions to Standard Agreement Provisions**

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

**1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:**

**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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2022, ("Effective Date").**

**1.2. 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 four (4) 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.**

**1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.**

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

**EXHIBIT B**

**Scope of Services**

**1. Introduction**

- 1.1. The Contractor must provide services in accordance with Department requirements and the Healthy Families America (HFA) program, which is designed to reduce the risk of child maltreatment by strengthening parent-child relationships, promoting healthy childhood growth, and enhancing family functioning and protective factors. Families enroll voluntarily with HFA, and meet regularly with a Family Support Specialist and receive services tailored to their needs.

HFA is both culturally-inclusive and trauma-informed, and teaches parents about healthy child development and appropriate activities for keeping their child(ren) healthy and thriving. The Contractor must provide services to assist in:

- Increasing caregivers' ability to build attachments with their child(ren);
- Creating foundations for nurturing relationships;
- Enhancing family functioning through reducing risk and increasing protective factors; and
- Developing connections to additional resources, which include, but are not limited to:
  - Housing.
  - Food.
  - Various forms of treatment.
  - School readiness.
  - Childcare.
  - Access to diapers and other supplies.

- 1.2. The Department, through this Agreement, seeks to assess needs more holistically, and to create crucial linkages across systems that touch vulnerable populations to seamlessly connect them to supports and enhance available services at all levels of needs. The Department's Division of Public Health Services (DPHS) in conjunction with the Division for Children, Youth and Families (DCYF) are collaborating their efforts to achieve this goal. The Contractor must provide services using the HFA program to children and families on behalf of both Divisions.

- 1.3. For the purposes of this Agreement, all references to day(s) mean Monday through Friday, business days, excluding state and federal holidays.

**2. Key Definitions & Terminology**

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

**EXHIBIT B**

- 2.1. **Begin Date of Services** –The date the Contractor initiated contact with the client/family, and corresponds with the date listed as "begin date of services" on the Division for Children, Youth and Families (DCYF) Service Authorization Form.
- 2.2. **CPS** – Child Protective Services.
- 2.3. **CQI** – Continuous Quality Improvement.
- 2.4. **Cultural Humility** – Maintaining a willingness to suspend what you know, or what you think you know, about a person based on generalizations about their culture. Rather what you learn about a participant's culture stems from being open to what they themselves have determined is their personal expression of their heritage and culture.
- 2.5. **CWP** – Child Welfare Protocols.
- 2.6. **DCYF** – Division for Children, Youth and Families.
- 2.7. **DHHS** – Department of Health and Human Services.
- 2.8. **DPHS** – Division of Public Health Services.
- 2.9. **DO** – District Office.
- 2.10. **Face-to-face** – An in-person or virtual interaction or home visit (defined below) following the date on which the referral was made in which a provider begins working with the families to deliver HFA.
- 2.11. **FFPSA** – Family First Prevention Services Act.
- 2.12. **FTE** – Full time equivalent is a figure calculated from the number of full-time and part-time employees in an organization that represents these workers as a comparable number of full-time employees.
- 2.13. **GGK** – Growing Healthy Kids is a user friendly and truly comprehensive strength-based approach to growing nurturing parent-child relationships and supporting healthy childhood development.
- 2.14. **HFA** – Healthy Families America.
- 2.15. **HFA model** – A well-supported practice that provides home visiting designed to work with families who may have histories of trauma, intimate partner violence, mental health challenge, and/or substance use disorders. HFA services are delivered voluntarily, intensively, and over the long-term.
- 2.16. **HFA BPS** – Healthy Families America Best Practice Standards.
- 2.17. **HFA CWP model** – A set of protocols that requires the existing model requirements be provided, while offering additional guidance related to enrollment, caseload management, and establishing a formal MOU with child welfare in order to best serve families. Services are offered for a minimum of three years, regardless of the age of the child at intake, and supports families

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

**EXHIBIT B**

with children through age five, which allows sites to enroll families referred by child welfare up to age twenty-four months.

- 2.18. **HRSA** – Health Resource and Services Administration is the primary Federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable and the funding source of the MIECHV.
- 2.19. **MIECHV** – Maternal, Infant and Early Childhood Home Visiting – a program that supports pregnant individuals and families and helps at-risk parents of children from birth to kindergarten entry to tap the resources and hone the skills they need to raise children who are physically, socially and emotionally healthy and ready to learn.
- 2.20. **MOU/MOA** – Memorandum of Understanding/Memorandum of Agreement – a written agreement between two (2) parties to provide certain services.
- 2.21. **Open Assessment** – Any report of concern received by DCYF that is screened in by DCYF's central intake, and is being investigated by child protection staff.
- 2.22. **Open Case** – Any case opened to DCYF, including community-based/internal voluntary cases.
- 2.23. **Out-of-Home Placement** – The removal of a child from their normal place of residence to reside in a court-ordered substitute care setting under the placement and care responsibility of DCYF.
- 2.24. **PAT** – Parents As Teachers – a foundational curriculum used as an approach to working with families that is relationship-based and parenting-focused.
- 2.25. **PII** – Personally Identifiable Information.
- 2.26. **QA** – Quality Assurance.
- 2.27. **Virtual Home Visit** - A home visit, as described in an applicable service delivery model that is conducted solely by the use of electronic information and telecommunications technologies.<sup>1</sup>
- 2.28. **Well-supported practice** – An evidence-based service that has at least two (2) contrasts, with non-overlapping samples in studies carried out in usual care or practice settings that achieve a rating of moderate or high on design and execution and demonstrate favorable effects in a target outcome domain. At least one (1) of the contrasts must demonstrate a sustained favorable effect of at least 12 months beyond the end of treatment on at least one (1) target outcome.

**3. Statement of Work**

- 3.1. The Contractor must provide face-to-face voluntary home visiting services to

<sup>1</sup> Text - H.R.133 - 116th Congress (2019-2020): Consolidated Appropriations Act, 2021 | Congress.gov | Library of Congress

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

**EXHIBIT B**

pregnant individuals and families with children up to age five (5) by utilizing the evidence-based home visiting model from HFA.

3.2. The Contractor must ensure a minimum of 80% of families served using the traditional HFA model are enrolled in services prenatally or by when the child is 3-months old. The Contractor must offer services in compliance with HFA requirements after enrollment. Eligible families for traditional HFA services (as managed by the Division of Public Health Services) must fall within one (1) or more of the federally defined priority populations below:

- 3.2.1. Are first-time parents.
- 3.2.2. Have income of less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 3.2.3. Are less than twenty-one (21) years of age.
- 3.2.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 3.2.5. Have a history of substance misuse or need substance use disorder treatment.
- 3.2.6. Are users of tobacco products in the home.
- 3.2.7. Have or have had a child(ren) with low student achievement.
- 3.2.8. Have a child(ren) with developmental delays or disabilities.
- 3.2.9. Are in families that include individuals who are serving or have formerly served in the armed forces.

3.3. The Contractor must service a portion of families utilizing the HFA Child Welfare Protocols (CWP) in the Conway DCYF Catchment Area, which is attached as Attachment 1. Virtual home visits may also be accommodated, in compliance with HFA requirements. The Contractor must ensure families being served utilizing the CWP have an expanded enrollment window, allowing for enrollment of families with a child up to twenty-four (24) months old, referred by the child welfare system, who are participating in the service voluntarily. The Contractor must serve no less than three (3) DCYF families during the first six (6) months of the contract period and no less than four (4) families thereafter through the end of the contract period.

3.4. The Contractor must serve fourteen (14) families in the Conway DCYF Catchment Area under the traditional HFA model.

3.5. Eligible families for HFA CWP services must fall within one (1) of more of the following DCYF FFPSA priority populations:

- 3.5.1. Pregnant or parenting youth in foster care.
- 3.5.2. Families with an infant born exposed to substances.

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

**EXHIBIT B**

- 3.5.3. Families assessed by DCYF where the assessment will be closed unfounded.
- 3.5.4. Families with an open DCYF case who have recently reunified.
- 3.6. The Contractor must provide services with the goal of reducing risk of maltreatment for children assessed by the DCYF by:
  - 3.6.1. Serving families involved with DCYF through open assessments or open cases, and also beyond their DCYF involvement.
  - 3.6.2. Strengthening parent-child relationships.
  - 3.6.3. Promoting healthy childhood growth.
  - 3.6.4. Enhancing family functioning and protective factors both during and beyond their DCYF involvement with a long-term outcome goal of decreasing future system involvement and the need for out-of-home placement.
- 3.7. The Contractor must provide services that address the diverse needs of children and families in order to improve health and development outcomes for priority populations through evidence-based home visiting programs, with fidelity to the HFA model BPS. The Contractor must:
  - 3.7.1. Be approved through the HFA model to provide services under this Agreement. The Contractor must:
    - 3.7.1.1. Be approved through HFA, to implement the HFA CWP, which allows enrollment into HFA for DCYF referred families up to twenty-four (24) months of age.
    - 3.7.1.2. Have HFA CWP available in the Conway DCYF Catchment Area within six (6) months of Governor and Executive Council approval of this Agreement.
      - 3.7.1.2.1. Should the Contractor be unable to begin providing services through the HFA CWP by the date specified above, a corrective action plan must be developed by the Contractor and approved by the Department.
        - 3.7.1.2.1.1. In the event that the HFA National Office denies the Contractor use of the CWP, the Contract must develop a subcontract or MOA with an approved, accredited HFA provider to provide this service, no later than thirty (30) business days from the date of the denial.
  - 3.7.2. Select and implement an evidence-based curriculum to support

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

**EXHIBIT B**

prenatal individuals and newly parenting families. Family Support Specialists (FSS) must be trained within six (6) months of hire on the following:

- 3.7.2.1. Parents as Teachers (PAT), as an annually trained "Approved user;" or
- 3.7.2.2. Growing Great Kids (GGK) with certification of training.
- 3.7.3. Collaborate with other early childhood and social service agencies to support linkages to services beneficial to families.
- 3.7.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA model are addressed in agency policies.
- 3.7.5. Enter personally identifiable information (PII) for all participants served under this Agreement into the Department's designated Home Visiting Data System.
- 3.8. The Contractor must identify positive ways to establish relationships with each family and keep families engaged and connected over time, as participants may be reluctant to engage in services and may have difficulty building trusting relationships. The Contractor must use creative outreach strategies, such as Motivational Interviewing, to re-engage families who have disengaged.
- 3.9. The Contractor must adhere to HFA's site requirements by ensuring weekly individual supervision is received by all direct service staff.
- 3.10. The Contractor must provide monthly reflective consultation groups for direct service staff and supervisors with a skilled Infant Mental Health consultant.
- 3.11. The Contractor must offer home visits by licensed nurses (registered nurse (RN) or greater education level) during the prenatal and post-partum periods at a frequency of once per trimester prenatally, and once per quarter during the first year post-partum.
- 3.12. The Contractor must offer services that are comprehensive and focus on supporting the parent/caregiver, as well as supporting the parent-child interaction and child development. Additionally, all families must be linked to a medical provider and other services, as appropriate.
- 3.13. The Contractor must obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be made available for review by the Department during site visits for selected case reviews.
- 3.14. The Contractor must coordinate, where possible, with other local service providers including, but not limited to:
  - 3.14.1. Health care providers.
  - 3.14.2. Social workers.

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

**EXHIBIT B**

- 3.14.3. Social services.
- 3.14.4. Early interventionists.
- 3.15. The Contractor must develop and maintain an advisory group comprised of community partners, family participants, and agency staff with a wide range of skills and abilities, including representatives with diverse skills, strengths, community knowledge, professions, and cultural diversity. The Contractor must:
  - 3.15.1. Promote equity in all facets of operations with families, staff, and community.
  - 3.15.2. Maintain policy or other written guidance expressing the Contractor's commitment to respectful staff interactions and supporting staff to continually strengthen their relational skills focused on diversity, equity, and inclusion.
  - 3.15.3. Gather information to reflect on and better understand issues impacting staff and families served and to examine the effectiveness of its equity strategies.
  - 3.15.4. Develop an equity plan based on what it learns about itself, from an equity perspective, in the way it supports its staff, the families it serves, and the community it works within to set a course for continuous improvement to achieve greater equity in all facets of its work.
- 3.16. The Contractor must evaluate the progress of each program participant, as well as the performance of programs and services provided.
- 3.17. The Contractor must ensure that they:
  - 3.17.1. Collaborate with relevant DCYF staff and related stakeholders when a valid release of information has been signed or a subpoena has been issued by the court.
  - 3.17.2. Make reports to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility, as mandated reporters under New Hampshire law.
- 3.18. The Contractor must actively and regularly collaborate monthly, with both Divisions, to enhance contract management, improve results, and adjust program delivery and policy, based on successful outcomes.
- 3.19. **Compliance Standards**
  - 3.19.1. The Contractor must offer services to all families referred by the Department unless that family is identified as ineligible for HFA under model specifications and requirements.
  - 3.19.2. The Contractor must ensure referrals are accepted from multiple

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

**EXHIBIT B**

sources within the child welfare system including, but not limited to:

3.19.2.1. DCYF Juvenile Justice Services.

3.19.2.2. DCYF Child Protective Services (CPS).

3.19.3. The Contractor must adhere to all specifications and requirements, in compliance with NH DCYF's 5-year prevention plan and the Family First Prevention Service Act (FFPSA), for HFA CWP cases, including but not limited to:

3.19.3.1. All data reporting;

3.19.3.2. Record keeping and retention;

3.19.3.3. Fiscal compliance;

3.19.3.4. Maintenance of an evidence-based program identified as well-supported through the Title IV-E Clearinghouse;

3.19.3.5. Documented prevention type on the DCYF service authorization (which will be completed by the Department); and

Submitting a completed prevention plan every twelve (12) months for every DCYF-referred family. DCYF staff will complete the initial prevention plan for families, and the Contractor must update the plans at the 12-month mark and annually. The Department will distribute associated guidance after DCYF's 5-year plan is reviewed and approved.

3.19.4. The Contractor must collaborate with the Department to ensure that all program policies, procedures, and documents align with NH DCYF and DPHS policies, NH state law, and Department needs.

3.19.5. The Contractor must identify staff responsible for submitting reports and data to the Department within 30 days of the Agreement effective date.

**3.20. Staffing:**

3.20.1. The Contractor must follow all HFA Essential and Safety standards for staffing, hiring, training, and supervision, as outlined in HFA BPS.

3.20.2. The Contractor must ensure HFA home visiting staff have at least a high school diploma or equivalent, experience providing services to families, and knowledge of child development. Supervisors and Program Managers must have at least a Bachelor's degree with three (3) years prior experience.

3.20.3. The Contractor must ensure FSSs receive extensive training in the program model before delivering the service and on a recurring basis.

*BJS*

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

**EXHIBIT B**

Training must comply with all HFA model specifications and requirements, including but not limited to:

- 3.20.3.1. Attending a four-day core training that is specialized based on role (assessors, home visitors, and supervisors).
- 3.20.3.2. Supervisors attending one (1) additional day for the core training and an optional three (3) days of training that focuses on building reflective supervision skills.
- 3.20.3.3. Program managers are required to attend core training plus three (3) days of training focused on how to implement the model to fidelity using the HFA BPS.
- 3.20.4. The Contractor must ensure additional available training is beneficial to the staff in delivering HFA. Training and conferences topics must include but are not limited to:
  - 3.20.4.1. Substance use.
  - 3.20.4.2. Childhood Maltreatment (Abuse/Neglect).
  - 3.20.4.3. Parenting techniques.
  - 3.20.4.4. Cultural competence/humility.
  - 3.20.4.5. Childhood and generational trauma (Trauma-Informed).
  - 3.20.4.6. Engagement strategies.
- 3.20.5. The Contractor must ensure each Family Support Specialist (FSS) maintains a caseload of no more than ten (10) to twelve (12) families per 1 FTE for the first two (2) years of employment and no more than fifteen (15) to twenty (20) families per one (1) FTE after completing 24 months of employment for traditional HFA; and no more than ten (10) to twelve (12) families at any time for HFA CWP. These caseload maximums shall be prorated per HFA requirements for staff with less than 40 hours per week dedicated to the role of FSS.
- 3.21. The Contractor must maintain HFA accreditation and follow all BPS related to hiring, staffing levels, training, and supervision among other components of the model.
- 3.22. **Discharge from HFA services:**
  - 3.22.1. The Contractor must develop a discharge plan for each family, beginning at the time of admission and continuing throughout service.
  - 3.22.2. The Contractor must not discharge any family referred by the Department without following a protocol specified by the Department.
- 3.23. **Extending HFA services:**
  - 3.23.1. The Contractor must offer HFA Services to the child and family <sup>or a</sup> for a

BJS

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

**EXHIBIT B**

minimum of three (3) years in total.

**3.24. Reporting**

- 3.24.1. The Contractor must complete a Monthly Capacity Analysis Report, which is attached as Attachment 2 on a form provided by the Department. This document must be submitted to DPHS no later than the 15<sup>th</sup> of each month, containing the prior month's data.
- 3.24.2. The Contractor, on a quarterly (January, April, July, and October) and annual (October) basis, must submit to DCYF:
  - 3.24.2.1. Form 1, which is attached as Attachment 3.
  - 3.24.2.2. Form 2, which is attached as Attachment 4.
- 3.24.3. The Contractor may be required to provide new data reporting requirements, or other key data and metrics including client-level demographic, performance, and service data to the Department in a format specified by the Department.

**3.25. Background Checks**

- 3.25.1. For all Contractor employees, interns, volunteers, and any subcontractor employees, interns, and volunteers providing services under this Agreement, the Contractor must, at its own expense, after obtaining a signed and notarized authorization form from the individual(s) for whom information is being sought:
  - 3.25.1.1. Submit the person's name for review against the Bureau of Elderly Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;
  - 3.25.1.2. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) center registry pursuant to RSA 169-C:35;
  - 3.25.1.3. Complete a criminal records check to ensure that the person has no history of:
    - 3.25.1.3.1. Felony conviction; or
    - 3.25.1.3.2. Any misdemeanor conviction involving:
      - 3.25.1.3.2.1. Physical or sexual assault;
      - 3.25.1.3.2.2. Violence;
      - 3.25.1.3.2.3. Exploitation;
      - 3.25.1.3.2.4. Child pornography;
      - 3.25.1.3.2.5. Threatening or reckless conduct;

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

**EXHIBIT B**

- 3.25.1.3.2.6. Theft;
- 3.25.1.3.2.7. Driving under the influence of drugs or alcohol; or
- 3.25.1.3.2.8. Any other conduct that represents evidence of behaviors that could endanger the well-being of any individual served under this Agreement; and

3.25.2. Unless approval is granted by the Department, the Contractor must not permit any employee, volunteer, intern, or subcontractor to provide services under this Agreement until the Contractor has confirmed:

- 3.25.2.1. The individual's name is not on the BEAS state registry;
- 3.25.2.2. The individual's name is not on the DCYF central registry;
- 3.25.2.3. The individual does not have a record of a felony conviction; or
- 3.25.2.4. The individual does not have a record of any misdemeanors as specified above.

**3.26. Confidential Data**

- 3.26.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 3.26.2. The Contractor must ensure any staff and/or volunteers involved in delivering services through this Agreement, sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 3.26.3. Upon request, the Contractor must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to asses, at minimum, the following:
  - 3.26.3.1. How PII is gathered and stored;
  - 3.26.3.2. Who will have access to PII;
  - 3.26.3.3. How PII will be used in the system;

Contractor Initials DS  
BJS  
Date 1/5/2023

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

**EXHIBIT B**

- 3.26.3.4. How individual consent will be achieved and revoked and
- 3.26.3.5. Privacy practices.

3.26.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**3.27. Contract End-of-Life Transition Services**

3.27.1. If applicable, upon termination or expiration of the Agreement, the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the services previously performed by the Contractor for this section the new Contractor shall be known as ("Recipient"). Ninety (90) days prior to the end of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP) on a template provided by the Department.

3.27.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and their Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of such Service from the hardware, software, network and telecommunications equipment and Internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with an assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

3.27.3. If a system, database, hardware, software, and/or software license ("Tools") was purchased or created to manage, track, and/or store State Data in relationship to this Contract, said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.

3.27.4. The internal planning of the Transition Services by the Contractor and its Affiliates must be provided to the Department and if applicable, the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Contract.

3.27.5. Should the Data Transition extend beyond the end of the Contract, the Contractor and its Affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

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

**EXHIBIT B**

3.27.6. In the event where the Contractor has comingled Department Data and the destruction of Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

**3.28. Website and Social Media**

3.28.1. Contractor agrees that if performance of services on behalf of the Department involves using social media or a website to solicit information of individuals, or Confidential data, the Contractor must work with the Department's Communication Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.

3.28.2. Contractor agrees that protected health information (PHI), personal identifiable information (PII), or other confidential information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed, unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other confidential information is subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal laws. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

**3.29. Performance Measures**

3.29.1. For services provided for DPHS, the Department will monitor Contractor performance by reviewing indicated reporting requirements on Form 1, which is attached as Attachment 3, and Form 2, which is attached as Attachment 4, and working with the Contractor to select areas to improve upon utilizing CQI strategies through a data driven process.

3.29.2. For services provided for DCYF, the Department will focus on specific data points collected through its internal data systems, monthly, quarterly and annual submissions via email, and existing HFA data collection reports on DCYF Key Performance Metrics, which are attached as Attachment 5.

**4. Exhibits Incorporated**

4.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health

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

**EXHIBIT B**

---

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 must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

- 5.1.1. 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.

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

- 5.2.1. The Contractor must 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.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must 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."

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

- 5.3.3. The Department must retain copyright ownership for any and all

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

**EXHIBIT B**

original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**6. Records**

6.1. The Contractor must keep records that include, but are not limited to:

6.1.1. 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.

6.1.2. 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.

BJS

1/5/2023

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

**EXHIBIT B**

---

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.2. 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

## Attachment 1: DCYF Catchment Area Locations

<b>Berlin</b> <i>(650 Main Street Suite 200, Berlin NH 03570)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"><li>▪ Atkinson and Gilmanton</li><li>▪ Academy Grant</li><li>▪ Bean's Grant</li><li>▪ Bean's Purchase</li><li>▪ Berlin</li><li>▪ Bretton Woods</li><li>▪ Cambridge</li><li>▪ Carroll</li><li>▪ Cascade</li><li>▪ Chandler's Purchase</li><li>▪ Clarksville</li><li>▪ Colebrook</li><li>▪ Columbia</li><li>▪ Coos Junction</li><li>▪ Crawford's Purchase</li><li>▪ Crystal</li><li>▪ Cutt's Grant</li><li>▪ Dalton</li><li>▪ Dix's Grant</li><li>▪ Dixville</li></ul>	<ul style="list-style-type: none"><li>▪ Dummer</li><li>▪ Errol</li><li>▪ Ervings Location</li><li>▪ Fabyan Gorham</li><li>▪ Grange Greens Grant</li><li>▪ Groveton</li><li>▪ Hadley's Purchase</li><li>▪ Jefferson</li><li>▪ Kilkenny</li><li>▪ Lancaster</li><li>▪ Low and Burbank's Grant</li><li>▪ Maplewood</li><li>▪ Martin's Location</li><li>▪ Milan</li><li>▪ Millsfield</li><li>▪ North Stratford</li><li>▪ Northumberland</li><li>▪ Odell</li><li>▪ Percy</li><li>▪ Pinkham's Grant</li></ul>	<ul style="list-style-type: none"><li>▪ Pittsburg</li><li>▪ Randolph</li><li>▪ Riverton</li><li>▪ Sargent's Purchase</li><li>▪ Second College Grant</li><li>▪ Shelburne</li><li>▪ South Lancaster</li><li>▪ Stark</li><li>▪ Stewartstown</li><li>▪ Stratford</li><li>▪ Stratford Hollow</li><li>▪ Success</li><li>▪ Thompson &amp; Meserve's Purchase</li><li>▪ Twin Mountain</li><li>▪ Wentworth's Location</li><li>▪ West Milan</li><li>▪ West Stewartstown</li><li>▪ Whitefield</li></ul>

<b>Littleton</b> <i>(80 North Littleton Road, Littleton, NH 03561)</i>	
<b>Serving the cities, towns, and locations of:</b>	
<ul style="list-style-type: none"><li>▪ Apthorp</li><li>▪ Bath</li><li>▪ Benton</li><li>▪ Bethlehem</li><li>▪ Bethlehem Junction</li><li>▪ Center Haverhill</li><li>▪ East Haverhill</li><li>▪ Easton</li><li>▪ Franconia</li><li>▪ Glenciff</li><li>▪ Haverhill</li><li>▪ Landaff</li><li>▪ Lincoln</li></ul>	<ul style="list-style-type: none"><li>▪ Lisbon</li><li>▪ Littleton</li><li>▪ Livermore</li><li>▪ Lyman</li><li>▪ Monroe</li><li>▪ North Haverhill</li><li>▪ North Woodstock</li><li>▪ Pierce Bridge</li><li>▪ Piermont</li><li>▪ Pike</li><li>▪ Sugar Hill</li><li>▪ Warren</li><li>▪ Woodstock</li><li>▪ Woodsville</li></ul>

## Attachment 1: DCYF Catchment Area Locations

<b>Conway</b> <i>(71 Hobbs Street, Conway NH 03818)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"> <li>▪ Albany</li> <li>▪ Bartlett</li> <li>▪ Brookfield</li> <li>▪ Center Conway</li> <li>▪ Center Effingham</li> <li>▪ Center Ossipee</li> <li>▪ Center Sandwich</li> <li>▪ Center Tuftonboro</li> <li>▪ Chatham</li> <li>▪ Chocorua</li> <li>▪ Conway</li> <li>▪ East Conway</li> <li>▪ East Wakefield</li> <li>▪ Eaton</li> <li>▪ Effingham</li> </ul>	<ul style="list-style-type: none"> <li>▪ Freedom</li> <li>▪ Glen</li> <li>▪ Granite</li> <li>▪ Halo's Location</li> <li>▪ Hart's Location</li> <li>▪ Intervale</li> <li>▪ Jackson</li> <li>▪ Kearsarge</li> <li>▪ Madison</li> <li>▪ Melvin Village</li> <li>▪ Mirror Lake</li> <li>▪ Moultonborough</li> <li>▪ Moultonville</li> <li>▪ North Conway</li> <li>▪ North Sandwich</li> <li>▪ Ossipee</li> </ul>	<ul style="list-style-type: none"> <li>▪ Redstone</li> <li>▪ Sanbornville</li> <li>▪ Sandwich</li> <li>▪ Silver Lake</li> <li>▪ Snowville</li> <li>▪ South Chatham</li> <li>▪ South Effingham</li> <li>▪ South Tamworth</li> <li>▪ Tamworth</li> <li>▪ Tuftonboro</li> <li>▪ Union</li> <li>▪ Wakefield</li> <li>▪ West Ossipee</li> <li>▪ Wolfeboro</li> <li>▪ Wolfeboro Falls</li> <li>▪ Wonalancet</li> </ul>

<b>Claremont</b> <i>(17 Water Street, Suite 301, Claremont NH 03743)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"> <li>▪ Acworth</li> <li>▪ Beaugregard Village</li> <li>▪ Burkehaven</li> <li>▪ Canaan</li> <li>▪ Charlestown</li> <li>▪ Claremont</li> <li>▪ Cornish</li> <li>▪ Cornish Flat</li> <li>▪ Croydon</li> <li>▪ East Lempster</li> <li>▪ Enfield</li> <li>▪ Enfield Center</li> <li>▪ Etna</li> </ul>	<ul style="list-style-type: none"> <li>▪ Georges Mills</li> <li>▪ Goshen</li> <li>▪ Grafton</li> <li>▪ Grantham</li> <li>▪ Guild</li> <li>▪ Hanover</li> <li>▪ Langdon</li> <li>▪ Lebanon</li> <li>▪ Lempster</li> <li>▪ Lyme</li> <li>▪ Lyme Center</li> <li>▪ Meriden</li> <li>▪ Mount Sunapee</li> <li>▪ Newport</li> </ul>	<ul style="list-style-type: none"> <li>▪ Orange</li> <li>▪ Orford</li> <li>▪ Plainfield</li> <li>▪ South Acworth</li> <li>▪ South Charlestown</li> <li>▪ Springfield</li> <li>▪ Sunapee</li> <li>▪ Unity</li> <li>▪ Washington</li> <li>▪ West Canaan</li> <li>▪ West Lebanon</li> <li>▪ West Springfield</li> <li>▪ West Unity</li> </ul>

# Attachment 1: DCYF Catchment Area Locations

<b>Keene</b> <i>(111 Key Road, Keene NH 03431)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"> <li>• Alstead</li> <li>• Antrim</li> <li>• Ashuelot</li> <li>• Bennington</li> <li>• Chesterfield</li> <li>• Deering</li> <li>• Drewsville</li> <li>• Dublin</li> <li>• East Sullivan</li> <li>• East Swanzey</li> <li>• East Westmoreland</li> <li>• Fitzwilliam</li> <li>• Gilsum</li> <li>• Greenfield</li> <li>• Greenville</li> <li>• Hancock</li> </ul>	<ul style="list-style-type: none"> <li>• Harrisville</li> <li>• Hillsborough</li> <li>• Hillsborough Upper Village</li> <li>• Hinsdale</li> <li>• Jaffrey</li> <li>• Keene</li> <li>• Marlborough</li> <li>• Marlow</li> <li>• Munsonville</li> <li>• Nelson</li> <li>• New Ipswich</li> <li>• North Swanzey</li> <li>• North Walpole</li> <li>• Peterborough</li> <li>• Richmond</li> <li>• Rindge</li> <li>• Roxbury</li> </ul>	<ul style="list-style-type: none"> <li>• Sharon</li> <li>• Spofford</li> <li>• Stoddard</li> <li>• Sullivan</li> <li>• Surry</li> <li>• Swanzey</li> <li>• Temple</li> <li>• Troy</li> <li>• Walpole</li> <li>• West Chesterfield</li> <li>• West Deering</li> <li>• West Peterborough</li> <li>• West Swanzey</li> <li>• Westmoreland</li> <li>• Westport</li> <li>• Winchester</li> <li>• Windsor</li> </ul>

<b>Laconia</b> <i>(65 Beacon Street West, Laconia NH 03246)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"> <li>• Alexandria</li> <li>• Alton</li> <li>• Alton Bay</li> <li>• Ashland</li> <li>• Barnstead</li> <li>• Bear Island</li> <li>• Belmont</li> <li>• Bridgewater</li> <li>• Bristol</li> <li>• Campton</li> <li>• Center Barnstead</li> <li>• Center Harbor</li> <li>• Dorchester</li> <li>• East Holderness</li> </ul>	<ul style="list-style-type: none"> <li>• Ellsworth</li> <li>• Gilford</li> <li>• Gilmanton</li> <li>• Gilmanton Corners</li> <li>• Gilmanton Iron Works</li> <li>• Glendale</li> <li>• Governor Isle</li> <li>• Groton</li> <li>• Hebron</li> <li>• Holderness</li> <li>• Laconia</li> <li>• Lakeport</li> <li>• Lochmere</li> <li>• Lower Gilmanton</li> <li>• Meredith</li> </ul>	<ul style="list-style-type: none"> <li>• Meredith Center</li> <li>• New Hampton</li> <li>• North Sanbornton</li> <li>• Plymouth</li> <li>• Quincy</li> <li>• Rumney</li> <li>• Sanbornton</li> <li>• Thornton</li> <li>• Tilton</li> <li>• Waterville Valley</li> <li>• Walrs</li> <li>• Wentworth</li> <li>• West Alton</li> <li>• West Rumney</li> <li>• Winnisquam</li> </ul>

## Attachment 1: DCYF Catchment Area Locations

<b>Concord</b> <i>(40 Terrill Park Drive, Concord NH 03301)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"><li>▪ Allenstown</li><li>▪ Andover</li><li>▪ Blodgett Landing</li><li>▪ Boscawen</li><li>▪ Bow</li><li>▪ Bradford</li><li>▪ Canterbury</li><li>▪ Chichester</li><li>▪ Concord</li><li>▪ Contoocook</li><li>▪ Danbury</li><li>▪ Davisville</li><li>▪ Dunbarton</li><li>▪ East Andover</li><li>▪ East Concord</li><li>▪ East Sutton</li><li>▪ Elkins</li></ul>	<ul style="list-style-type: none"><li>▪ Epsom</li><li>▪ Franconstown</li><li>▪ Franklin</li><li>▪ Garrish</li><li>▪ Goffstown</li><li>▪ Gossville</li><li>▪ Henniker</li><li>▪ Hill</li><li>▪ Hooksett</li><li>▪ Hopkinton</li><li>▪ Loudon</li><li>▪ New Boston</li><li>▪ New London</li><li>▪ Newbury</li><li>▪ North Sutton</li><li>▪ North Wilmot</li><li>▪ Northfield</li><li>▪ Pembroke</li></ul>	<ul style="list-style-type: none"><li>▪ Penacook</li><li>▪ Pinardville</li><li>▪ Pittsfield</li><li>▪ Potter Place</li><li>▪ Salisbury</li><li>▪ Short Falls</li><li>▪ South Danbury</li><li>▪ South Sutton</li><li>▪ Suncook</li><li>▪ Sutton</li><li>▪ Warner</li><li>▪ Weare</li><li>▪ Webster</li><li>▪ Webster Lake</li><li>▪ West Franklin</li><li>▪ Wilmot</li><li>▪ Wilmot Flat</li></ul>

<b>Manchester</b> <i>(1050 Perimeter, Suite 501, Manchester, NH 03103)</i>
Serving the city of: <b>Manchester</b>

# Attachment 1: DCYF Catchment Area Locations

<b>Rochester:</b> <i>(150 Wakefield Street Suite 22, Rochester NH 03867)</i>	
<b>Serving the cities, towns, and locations of:</b>	
<ul style="list-style-type: none"> <li>▪ Barrington</li> <li>▪ Center Strafford</li> <li>▪ Dover</li> <li>▪ Durham</li> <li>▪ East Rochester</li> <li>▪ Farmington</li> <li>▪ Gonic</li> <li>▪ Lee</li> </ul>	<ul style="list-style-type: none"> <li>▪ Madbury</li> <li>▪ Middleton</li> <li>▪ Milton</li> <li>▪ Milton Mills</li> <li>▪ New Durham</li> <li>▪ Rochester</li> <li>▪ Rollinsford</li> <li>▪ Strafford</li> </ul>

<b>Seacoast:</b> <i>(19 Rye St. Portsmouth, NH 03801)</i>		
<b>Serving the cities, towns, and locations of:</b>		
<ul style="list-style-type: none"> <li>▪ Auburn</li> <li>▪ Brentwood</li> <li>▪ Candia</li> <li>▪ Danville</li> <li>▪ Deerfield</li> <li>▪ East Kingston</li> <li>▪ Epping</li> <li>▪ Exeter</li> <li>▪ Fremont</li> <li>▪ Greenland</li> <li>▪ Hampton</li> </ul>	<ul style="list-style-type: none"> <li>▪ Hampton Beach</li> <li>▪ Hampton Falls</li> <li>▪ Kensington</li> <li>▪ Kingston</li> <li>▪ New Castle</li> <li>▪ Newfields</li> <li>▪ Newington</li> <li>▪ Newmarket</li> <li>▪ Newton</li> <li>▪ Newton Junction</li> <li>▪ North Hampton</li> </ul>	<ul style="list-style-type: none"> <li>▪ Northwood</li> <li>▪ Nottingham</li> <li>▪ Portsmouth</li> <li>▪ Raymond</li> <li>▪ Rye</li> <li>▪ Rye Beach</li> <li>▪ Seabrook</li> <li>▪ Somersworth</li> <li>▪ South Hampton</li> <li>▪ Stratham</li> <li>▪ West Nottingham</li> </ul>

<b>Southern:</b> <i>(26 Whipple St. Nashua, NH 03060)</i>		
<p><b><u>District Office</u> serving the cities, towns, and locations of:</b></p> <ul style="list-style-type: none"> <li>▪ Amherst</li> <li>▪ Bedford</li> <li>▪ Brookline</li> <li>▪ Hollis</li> <li>▪ Hudson</li> <li>▪ Litchfield</li> <li>▪ Lyndeborough</li> <li>▪ Mason</li> <li>▪ Merrimack</li> </ul>	<ul style="list-style-type: none"> <li>▪ Milford</li> <li>▪ Mont Vernon</li> <li>▪ Nashua</li> <li>▪ North Salem</li> <li>▪ Pelham</li> <li>▪ Reads Ferry</li> <li>▪ Salem</li> <li>▪ Wilton</li> <li>▪ Windham</li> </ul>	<p><b><u>Southern Telework</u> serving the cities, towns, and locations of:</b></p> <ul style="list-style-type: none"> <li>▪ Atkinson</li> <li>▪ Chester</li> <li>▪ Derry</li> <li>▪ East Derry</li> <li>▪ East Hampstead</li> <li>▪ Hampstead</li> <li>▪ Londonderry</li> <li>▪ Plaistow</li> <li>▪ Sandown</li> </ul>

### Attachment 2 - Capacity Analysis Report

CASELOAD AND CAPACITY ANALYSIS <i>to be completed for each month of the contract period</i>	
<b>INTRODUCTION</b>	<p>This Excel tool has been designed to streamline the workload and capacity analysis and reporting processes for both the Local Implementing Agency and the State Team, and to standardize the data collection process. It is designed to be used by the Local Implementing Agency for monthly data you are reporting (i.e. weekly timesheet) and the State Team (i.e. report December 2011 and) for use in generating the report to the OIG. The "New Home Visitor" tab has been designed for home visitors in the first 14 months to be fully accounted for in NFA RPA.</p>
<b>NOTES</b>	<ol style="list-style-type: none"> <li>Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only; the V Name, 9 hours per week paid by NFA, and % of NFA time as a home visitor.</li> <li>Enter the number of families on each level that the home visitor saw in the reporting month.</li> <li>Repeat Steps 1-2 for each home visitor allocated to NFA Home Visiting during the month. In the separate tab provided.</li> <li>If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.</li> <li>Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.</li> </ol> <p><b>NOTE:</b> To update your case management planning, use the "new" worksheet to model your family and case weight numbers, and see what your performance results will be!</p> <p><b>NOTE:</b> If your NFA home visiting staff changed, but the number of NFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2, Section A, Step 1.</p>
<b>INSTRUCTIONS</b>	<p>If the number of NFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance. Or:</p> <ol style="list-style-type: none"> <li>Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis")</li> <li>Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:             <ol style="list-style-type: none"> <li>If the time served, per case weight category (cells E3:D)</li> <li>% of monthly home visitor capacity utilized (cells E7, F7)</li> <li>Service Utilization % (cells, E10, F10)</li> </ol> </li> </ol>
<p><b>Notes:</b> The # of hours paid should be the actual or expected contracted hours for NFA only, regardless of vacation days, out of office, sick, etc.  <b>Notes:</b> The % of time spent home visiting should be the % of time - of the NFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, this % will be 100%.          Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your LA.          If the total number of families or the total weight total exceeded the maximum, the corresponding field will turn red.</p>	



DocuSign Envelope ID: 6CDA6F0C-322D-4248-A285-3221888D488D

## Attachment 2 - Capacity Analysis Report

Notes for Capacity Analysis		6/15/2012		Personnel Level/Classification (PNC) location should be entered above in each level, AND in (X) column if they have any of the following need on program: ( have multiple levels, buses, vehicles, etc.) have significant additional level time, or a shift with special needs							
How many (hours) per week / 24 hours per week				# of bus hrs with additional overweight due to PNC:							
How many per 40 hours											
2 hours per week provided for ADA only											
Of the hours above, % time is ADA leave vehicle											
Constant level after		0.00									
Level	Description	Number of Families on Level	Weight	Weight of Constant per level	0.5	1	1.5	2	2.5	3	Over Cap Weight
Level 1P	Prone to - visits every other week during first and second trimester		1.00	0							0
Level 1P	Prone to - visits every week in third trimester (or earlier if needed)		1.00	0							0
Level 2	First 6 months of pregnancy or enrollment - visits every week		1.00	0							0
Level 3	Visits every other week		1.00	0							0
Level 3	Visits every 2 weeks		0.50	0							0
Level 4	Only interventions - visits weekly or every 2 weeks		1.00	0							0
Level 4	Visits every 2 weeks		0.50	0							0
Level 5 (through 10)	Only interventions (O) is for families that completed all visits										
Level 10	Home visit but become charge paid		1.00	0							
Level 10	CD families are given the same caseload they had prior to going on CD to support 100% of resources		1.00	0							
Level 10	CD to support 100% of resources		0.50	0							
Temporary Assignments (TW, T1)	Temporary Out of Area (O) for up to 3 months, how long they had the same caseload they had prior to going on CD, in one of a space if re-assigned		1.00	0							
Level T01	Temporary re-assignment (TR) for up to 3 months, limited or no caseload		1.00	0							
Level T02	Temporary re-assignment (TR) for up to 3 months, limited or no caseload		1.00	0							
Level T03	Temporary re-assignment to another TW due to loss of caseload		0.50	0							
Level T4			0	0							
					Total additional PNC caseloads						
					Maximum for Stability						
					NET CAPACITY CALCULATION						
					PNC Contribution to NESA CAPACITY CALCULATION						



DocuSign Envelope ID: SCDA6FOC-222D-4248-A285-3221888D4880

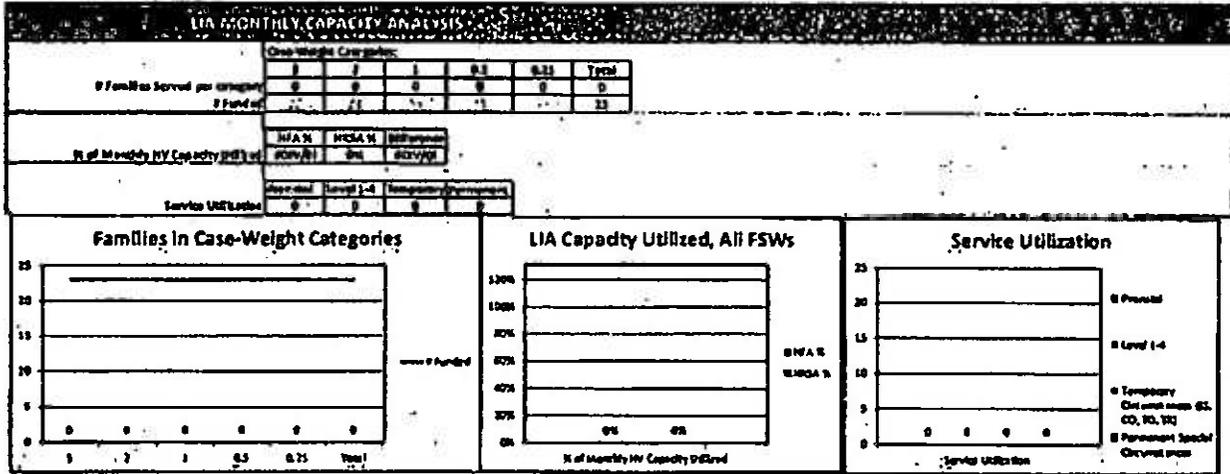
## Attachment 2 - Capacity Analysis Report

Number for Classified FY2020 Number of POCs 9 hours per week required for POCs only 24 hrs hours allowed, 12 hrs per POC A home visitor Classified multiplier: 0.25			Personnel Special Observations on POCs (burden should be captured above at this level, AOE in this section if they have any of the following: need an overpass, have multiple roles (e.g., POC, driver, etc.), have other POCs # of facilities with additional assignments due to POCs									
Level	Description	Number of Facilities on Level	Weight	Weighted Counted per Level	0.5	1	1.5	2	2.5	3	Extra Case Weight	
Level 0P	Present - visits every other week during first and second trimester		1.00	0							0	
Level 0P	Present - visits every week in third trimester (or earlier if needed)		1.00	0							0	
Level 1	Visit 4 months after birth or postpartum - visits every week		1.00	0							0	
Level 1	Visit every other week		1.00	0							0	
Level 1	Visit once per month		0.50	0							0	
Level 1C	Once for evaluation - visits weekly, as every if needed		1.00	0							0	
Level 1	Visit every 2nd week		0.25	0							0	
Level 2	On-site Outreach (CO) to for facilities that completed a LIECH/COE		1.00	0							0	
Level 2	Home visit but because of engaged		1.00	0							0	
Level 2	CO facilities are given the same weightage they had prior to going on		1.00	0							0	
Level 2	CO in primary areas of responsibility		0.25	0							0	
Temporary Assignments (TA, TL)	Temporary Out of Area (TOA) for up to 3 months, facilities are given the same weightage they had prior to going on CO, to a more time if re-engaged.		1.00	0							0	
Level 2	Temporary Re-Assignment (TR): for up to 3 months, facilities are given the same weightage they had prior to going on CO, to a more time if re-engaged.		1.00	0							0	
Level 2	Temporary Re-Assignment (TR): for up to 3 months, facilities are given the same weightage they had prior to going on CO, to a more time if re-engaged.		0.50	0							0	
Level 2	Temporary Re-Assignment to another POC due to home or business		0	0							0	
		Additional weight									0	
		Minimum for facility									0	
		POC Capacity Calculation	0.00	0.00							0	
		POC Capacity for MESA CAPACITY CALCULATION	0.00	0.00							0	





## Attachment 2: Capacity Analysis Report



DocuSign Envelope ID: 5CDA6F0C-722D-4246-A28B-3221B88D488D

OMB No: 0906-0017  
Expiration Date: 07/31/2021

## **Attachment 3 - FORM 1**

### **THE MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING PROGRAM**

### **DEMOGRAPHIC, SERVICE UTILIZATION, AND SELECT CLINICAL INDICATORS**

**Public Burden Statement:** An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0906-0017. Public reporting burden for this collection of information is estimated to average 560 hours per response, including the time for reviewing instructions, searching existing data sources, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 10-29, Rockville, Maryland, 20857.

July 24, 2018

DocuSign Envelope ID: 5C0A6F0C-222D-4246-A28B-3221868D468D

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**SECTION A: PARTICIPANT DEMOGRAPHICS**

**Table 1: Unduplicated Count of New and Continuing Program Participants Served by MIECHV**

Participants	Number Newly Enrolled	Number Continuing During Reporting Period	Total
Pregnant Women			
Female Caregivers			
Male Caregivers			
All Adults (Auto Calculate)			
Female Index Children			
Male Index Children			
All Index Children (Auto Calculate)			

Notes:

**Table 2: Unduplicated Count of Households Served by MIECHV**

Households	Number Newly Enrolled	Number Continuing During Reporting Period	Total
Number of Households			

Notes:

**Table 3: Unduplicated Count of Participants and Households Served by State Home Visiting Programs (non-MIECHV)**

Participants and Households	Total Number Served during Reporting Period
Pregnant Women	
Female Caregivers	
Male Caregivers	
All Adults (Auto Calculate)	
Female Index Children	
Male Index Children	
All Index Children (Auto Calculate)	
Number of Households	

Notes:

DocuSign Envelope ID: 6CDA8F6C-322D-4248-A26B-3221688D488D

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**Table 4: Adult Participants by Age**

Adult Participants	≤17	18-19	20-21	22-24	25-29	30-34	35-44	45-54	55-64	≥65	Unknown/Did not Report*	Total
Pregnant Women												
Female Caregivers												
Male Caregivers												
All Adults (Auto Calculate)												

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 5: Index Children by Age**

Index Children	<1 year	1-2 years	3-4 years	5-6 years	Unknown/Did not Report*	Total
Female Index Children						
Male Index Children						
All Index Children (Auto Calculate)						

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 6: Participants by Ethnicity**

Participants	Hispanic or Latino	Not Hispanic or Latino	Unknown/Did not Report*	Total
Pregnant Women				
Female Caregivers				
Male Caregivers				
All Adults (Auto Calculate)				
Female Index Children				
Male Index Children				
All Index Children (Auto Calculate)				

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

QAIB No: 0904-0017  
 Expiration Date: 03/31/2021

**Attachment 3 - Form I**

Notes:

**Table 7: Participants by Race**

Participants	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	More than one race	Unknown/Did not Report <sup>a</sup>	Total
Pregnant Women								
Female Caregivers								
Male Caregivers								
All Adults (Auto Calculate)								
Female Index Children								
Male Index Children								
All Index Children (Auto Calculate)								

<sup>a</sup> When the percent of data that is "Unknown/Did not Report" is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 8: Adult Participants by Marital Status**

Adult Participants	Never Married (Excluding Not Married but Living Together with Partner)	Married	Not Married but Living Together with Partner	Separated/Divorced/Widowed	Unknown/Did not Report <sup>a</sup>	Total
Pregnant Women						
Female Caregivers						
Male Caregivers						
All Adults (Auto Calculate)						

<sup>a</sup> When the percent of data that is "Unknown/Did not Report" is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

DocuSign Envelope ID: 9CBASF6C-222D-4248-A26B-3221688D488D

OMB No: 0904-0017  
 Expiration Date: 07/01/2021

**Attachment 3 - Form 1**

Notes:

**Table 9: Adult Participants by Educational Attainment**

Adult Participants	Less than HS diploma	HS Diploma/GED	Some college/training	Technical training or certification	Associate's Degree	Bachelor's Degree or higher	Other	Unknown/Did not Report*	Total
Pregnant Women									
Female Caregivers									
Male Caregivers									
All Adults (Auto Calculate)									

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 10: Adult Participants by Employment Status**

Adult Participants	Employed Full Time	Employed Part-Time	Not employed	Unknown/Did not Report*	Total
Pregnant Women					
Female Caregivers					
Male Caregivers					
All Adults (Auto Calculate)					

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

DocuSign Envelope ID: 5CDA6F6C-222D-4246-A28B-3221B88D488D

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**Table 11: Adult Participants by Housing Status**

Adult Participants	Not Homeless					Total Not Homeless	Homeless			Total Homeless	Unknown/Did not Report*	Total
	Owns or shares own home, condominium, or apartment	Rents or shares own home or apartment	Lives in public housing	Lives with parent or family member	Some other arrangement		Homeless and sharing housing	Homeless and living in an emergency or transitional shelter	Some other arrangement			
Pregnant Women												
Female Caregivers												
Male Caregivers												
All Adults (Auto Calculate)												

\* When the percent of data that is "Unknown/Did not Report" is ≥ 10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 12: Primary Language Spoken at Home**

Index Children	Number	Percent
English		
Spanish		
Other		
Unknown/Did Not Report*		
All Index Children (Auto Calculate)		100

\* When the percent of data that is "Unknown/Did not Report" is ≥ 10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 3 - Form 1**

Notes:

**Table 13: Household Income in Relation to Federal Poverty Guidelines**

Households	Number of Households	Percent
50% and under		
51-100%		
101-133%		
134-200%		
201-300%		
>300%		
Unknown/Did not Report*		
All Households (Auto Calculate)		100

\* When the percent of data that is "Unknown/Did not Report" is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 14: For Each Household Indicate the Priority Population Characteristics**

Households	Yes	No	Unknown/Did not Report*	Total
1. Low income household				
2. Household contains an enrollee who is pregnant and under age 21				
3. Household has a history of child abuse or neglect or has had interactions with child welfare services				
4. Household has a history of substance abuse or needs substance abuse treatment				
5. Someone in the household uses tobacco products in the home				
6. Someone in the household has attained low student achievement or has a child with low student achievement				
7. Household has a child with developmental delays or disabilities				
8. Household includes individuals who are serving or formerly served in the US armed forces				

\* When the percent of data that is "Unknown/Did not Report" is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

DocuSign Envelope ID: 5CDA6F0C-222D-4246-A268-3221B88D4B8D

DX18 No: 0906-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**SECTION B: SERVICE UTILIZATION**

**Table 15: Service Utilization**

Home Visits	Number
Total Number of Home Visits completed	

Notes:

**Table 16: Family Engagement by Household**

Households	Number of Households	Percent
Currently receiving services		
Completed program		
Stopped services before completion		
Enrolled but not currently receiving services/Other		
Unknown/Did not Report*		
All Categories (Auto Calculate)		

\* When the percent of data that is "Unknown/Did not Report" is ≥ 10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 17: Unduplicated Count of Households by Evidence-Based Home Visiting Model or Promising Approach**

Home Visiting Model (Select One per Row – Add Rows for Additional Models)	Number Newly Enrolled	Number Continuing During Reporting Period	Total

Notes:

DocuSign Envelope ID: 6CDA6F0C-222D-4246-A28B-3221888D488D

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**SECTION C: INSURANCE AND CLINICAL INDICATORS**

**Table 18: Participants by Type of Health Insurance Coverage**

Participants	No Insurance Coverage	Medicaid or CHIP	Tri-Care	Private or Other	Unknown/Did not Report*	Total
Pregnant Women						
Female Caregivers						
Male Caregivers						
All Adults (Auto Calculate)						
Female Index Children						
Male Index Children						
All Index Children (Auto Calculate)						

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

**Table 19: Index Children by Usual Source of Medical Care**

Index Children	Doctor's/Nurse Practitioner's Office	Hospital Emergency Room	Hospital Outpatient	Federally Qualified Health Center	Retail Store or Minute Clinic	Other	None	Unknown/Did not Report*	Total
Female Index Children									
Male Index Children									
All Index Children (Auto Calculate)									

\* When the percent of data that is "Unknown/Did not Report" is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

DocuSign Envelope ID: 6CDA6F6C-222D-4246-A265-32218BB0468D

OSIS No: 0906-0017  
Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**Table 20: Index Children (≥ 12 months of age) by Usual Source of Dental Care**

Index Children	Have a Usual Source of Dental Care	Do not have a Usual Source of Dental Care	Unknown/Did not Report*	Total
Female Index Children				
Male Index Children				
All Index Children (Auto Calculate)				

\* When the percent of data that is "Unknown/Did not Report" is ≥ 10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

Notes:

DocuSign Envelope ID: 6CDA6F0C-222D-4246-A268-3221B8BD48BD

QA18 No: 0906-0017  
Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

**DEFINITIONS OF KEY TERMS**

July 24, 2018

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

Table Number	Field	Key Terms Requiring Definition
All Tables		<p><b>MIECHV Household:</b> For the purposes of reporting to HRSA on Form 1, a "MIECHV household" is defined as a family served during the reporting period by a trained home visitor implementing services with fidelity to the model and that is identified as a MIECHV household at enrollment. HRSA has identified two different methods that can be used to identify MIECHV households that are described below:</p> <ol style="list-style-type: none"> <li>1. <b>Home Visitor Personnel Cost Method (preferred method):</b> Households are designated as MIECHV at enrollment based on the designation of the home visitor they are assigned. Using this methodology, recipients designate all households as MIECHV that are served by home visitors for whom at least 25 percent of his/her personnel costs (salary/wages including benefits) are paid for with MIECHV funding.</li> <li>2. <b>Enrollment Slot Method (temporary option):</b> Households are designated as MIECHV households based on the slot they are assigned to at enrollment. Using this methodology, recipients identify certain slots as MIECHV-funded and assign households to these slots at enrollment in accordance with the terms of the contractual agreement between the MIECHV state recipient and the LIA regardless of the percentage of the slot funded by MIECHV.</li> </ol> <p>Once designated as a MIECHV household, the household is tracked for the purposes of data collection through the tenure of household participation in the program.</p>
1	Unduplicated Count of New and Continuing Program Participants Served by MIECHV	<p><b>New Participant:</b> A participant, including a pregnant woman, female caregiver, or male caregiver, who signs up to participate in the home visiting program at any time during the reporting period who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms).</p> <p><b>Continuing Participant:</b> A participant, including a pregnant woman, female caregiver, or male caregiver, who was signed up and actively enrolled in the home visiting program prior to the beginning of the reporting period who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms).</p> <p><b>Pregnant women</b> are participants who were either pregnant at enrollment or pregnant at the annual update of information in a subsequent reporting period.</p> <p><b>Female caregivers</b> are those female household members who are enrolled in the program during the reporting period, are considered a caregiver of the index child, and were not pregnant at the time of enrollment or the annual update of this information (e.g., biological mothers, adoptive mothers, foster mothers, grandmothers).</p>

DocuSign Envelope ID: ICDA8F0C-222D-4246-A289-322189D468D

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

		<p>Male caregivers include those male household members (e.g. expectant fathers, biological fathers, step-fathers, and partners) who also meet the definition of an enrollee.</p> <p>Index Child (Birth – Kindergarten Entry): the child (or children) in an individual household who is under the care of the enrollee(s) and who is enrolled in the program and was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms). More than one index child per household can be identified.</p>
2	Unduplicated Count of Household Served by MIECHV	<p>New Household: A household, including a pregnant woman, female caregiver, and/or male caregiver who signs up to participate in the home visiting program at any time during the reporting period. The household may include multiple caregivers depending on model-specific definitions.</p> <p>Continuing Household: A household, including a pregnant woman, female caregiver, and/or male caregiver who were signed up and actively enrolled in the home visiting program prior to the beginning of the reporting period. The household may include multiple caregivers depending on model-specific definitions.</p>
3	Unduplicated Count of Participants and Households Served by State Home Visiting Programs (non-MIECHV)	Participant Served by a State Home Visiting Program (non-MIECHV): A participant, including a pregnant woman, female caregiver, or male caregiver, who signs up to participate in the home visiting program at any time during the reporting period who was identified as being part of a non-MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms).
4	Adult Participants by Age	Adult Participants: includes the person or persons in the household who signed up to participate in the home visiting program (e.g., a teenage parent would be counted as an adult participant but not an index child). The category can include more than one member of the household if more than one individual are enrolled in the program (e.g., a father and a mother have both signed up to participate). It should include at a minimum for every household the primary caregiver of the index child.
5	Index Children by Age	Index Child (Birth – Kindergarten Entry): the child (or children) in an individual household who is under the care of the enrollee(s) and who is enrolled in the program and who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms). More than one index child per household can be identified.
6	Participants by Ethnicity	The responses regarding ethnicity should reflect what the person considers herself/himself to be and are not based on percentages of ancestry. If ethnicity is unknown or not reported for some participants, enter that count in the respective "Unknown/Did not report" column.
7	Participants by Race	The responses regarding race should reflect what the person considers herself/himself to be and are not based on percentages of ancestry. Participants who select more than one race should be reported in the "More than one race" category. If ethnicity and race are unknown or not reported for some participants, enter that count in the respective "Unknown/Did not Report" columns.
8	Adult Participants by Marital Status	Adult Participants: includes the person or persons in the household who signed up to participate in the home visiting program (e.g., a teenage parent would be counted as an adult participant but not an index child). The category can include more than one member of the household if more than one individual are enrolled in the program (e.g., a father and a mother have both signed up to participate). It should include at a minimum for every household the primary caregiver of the index child.

July 24, 2018

OHS No: 0904-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

		<p>If more than one individual is enrolled in the program, enter the status for all enrollees. For example, if a pregnant woman is enrolled with her spouse in the program, both participants would be counted under the married category.</p>
9	Adult Participants by Educational Attainment	<p><b>Adult Participants:</b> Includes the person or persons in the household who signed up to participate in the home visiting program (e.g., a teenage parent would be counted as an adult participant but not an index child). The category can include more than one member of the household if more than one individual are enrolled in the program (e.g., a father and a mother have both signed up to participate). It should include at a minimum for every household the primary caregiver of the index child.</p> <p><b>Less than high school diploma</b> includes individuals who have not completed their high school education.</p> <p><b>The Some college/training</b> category includes those who are currently enrolled and those who attended in the past.</p> <p><b>The Technical training or certification</b> category includes those who received technical training or certification in the past.</p> <p><b>The Associate's Degree</b> category includes those who obtained an Associate's Degree.</p> <p><b>The Bachelor's Degree</b> category includes those who obtained a Bachelor's Degree.</p> <p><b>The Other</b> category includes those individuals who did not fall into the specified categories.</p>
10	Adult Participants by Employment Status	<p><b>Employed:</b> refers to whether the person is currently working for pay.</p> <p><b>Employed Full Time:</b> an employee who works an average of at least 30 hours per week</p> <p><b>Employed Part Time:</b> an employee who works an average of less than 30 hours per week<sup>1</sup></p> <p><b>Not Employed:</b> Indicates that the person is not working for pay (this category may include, for example, students, homemakers and those enrollees actively seeking work but currently not employed)</p>
11	Adult Participants by Housing Status	<p><b>Not homeless:</b> individuals who have a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the McKinney-Vento Homeless Assistance Act); and</p> <p><b>Not homeless and lives in public housing:</b> individuals who live in a public housing unit that is administered by a public housing agency (excludes individuals who utilize housing voucher programs)</p> <p><b>Homeless:</b> individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the McKinney-Vento Homeless Assistance Act); and</p>

<sup>1</sup> HealthCare.gov Glossary: <https://www.healthcare.gov/glossary/#full-time-employee>

DocuSign Envelope ID: 5COA8F0C-2220-4248-A288-3221BB8D488D

OMB No: 0968-0017  
 Expiration Date: 07/31/2011

**Attachment 3 - Form 1**

		<p><b>Homeless and sharing housing:</b> individuals who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason</p> <p><b>Homeless and living in an emergency or transitional shelter:</b> individuals who are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement</p> <p><b>Homeless and some other arrangement:</b> individuals who are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; individuals who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); individuals who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings<sup>2</sup></p>
12	Primary Language Spoken at Home	<p>Primary language: the language used in the home the majority of the time.</p> <p><b>Index Child (Birth – Kindergarten Entry):</b> the child (or children) in an individual household who is under the care of the enrollee(s) and who is enrolled in the program and was served by a trained home visitor implementing services with fidelity to the model who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms). More than one Index child per household can be identified.</p>
13	Household Income in Relation to Federal Poverty Guidelines	<p>The appropriate category for a given family will depend both on household income and on the number of household members counted in the household (both home visiting enrollees and non-enrollees). Household income refers to the annual gross income for the household as defined in programmatic guidance, recorded at enrollment and annually thereafter.</p> <p><b>Federal Poverty Guidelines:</b> Annual income data can be estimated from monthly data (monthly income x 12). The HHS Poverty Guidelines are updated annually in February and published in the Federal Register. See <a href="https://aspe.hhs.gov/poverty-guidelines">https://aspe.hhs.gov/poverty-guidelines</a>.</p>
14	For Each Household Indicate the Priority Population Characteristics	<p><b>Low-Income:</b> An individual or family with an income determined to be below the Federal Poverty Guidelines. The HHS Poverty Guidelines are updated annually in February and published in the Federal Register. See <a href="https://aspe.hhs.gov/poverty-guidelines">https://aspe.hhs.gov/poverty-guidelines</a>.</p> <p><b>Pregnant women under 21:</b> Households with expectant mothers who enroll in the program and are under 21 years old during the reporting period.</p> <p><b>Have a history of child abuse or neglect or have had interactions with child welfare services:</b> Based on self-report, a household with members who have a history of abuse or neglect and have had involvement with child welfare services either as a child or as an adult.</p>

<sup>2</sup> Administration for Children and Families, Early Childhood Learning and Knowledge Center, 2014. <http://eclkc.hhs.gov/ohs/ncsl/family/family/homelessness/ohs/definition/definition-legal.html>

OHS No: 0906-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

		<p>Have a history of substance abuse or need substance abuse treatment: Based on self-report, a household with members who have a history of substance abuse or who have been identified as needing substance abuse services through a substance abuse screening administered upon enrollment.</p> <p>Are users of tobacco products in the home: Based on self-report, a household with members who use tobacco products in the home or who have been identified as using tobacco through a substance abuse screening administered during intake. Tobacco use is defined as combustibles (cigarettes, cigars, pipes, hookahs, bidis), non-combustibles (chew, dip, snuff, snus, and dissolvables), and electronic nicotine delivery systems (ENDS).</p> <p>Have, or have children with, low student achievement: Based on self-report, a household with members who have perceived themselves or their child(ren) as having low student achievement.</p> <p>Have a child or children with developmental delays or disabilities: Based on self-report or home visits/staff observation, a household with members who have a child or children suspected of having a developmental delay or disability.</p> <p>Are in families that are or have served in the armed forces: Based on self-report, households that include individuals who are serving or formerly served in the Armed Forces, including such households that have members of the Armed Forces who have had multiple deployments outside of the United States. For this criterion, definition includes a military member's dependent acquired through marriage, adoption, or other action during the course of a member's current tour of assigned duty.</p>
15	Service Utilization	Home visit refers to the definition of a completed home visit enacted by the various evidence-based home visiting models approved for implementation through the MIECHV program or a Promising Approach. Please refer to model-specific guidance for specific definitions.
16	Family Engagement by Household	<p>Currently receiving services refers to families that are participating in services at the end of the reporting period.</p> <p>Completed program refers to families who have completed the program according to model-specific definitions and criteria during the reporting period.</p> <p>Stopped services before completion refers to families who left the program for any reason prior to completion.</p> <p>Enrolled but not currently receiving services/Other refers to those families who do not fall into the previous categories and may include unreachable participants (i.e. the family is not regularly participating but did not actively sever ties, etc.)</p>
17	Unduplicated Count of Households by Evidence-Based Home Visiting Model or Promising Approach	A Household, including a pregnant woman, female caregiver, and/or male caregiver who were signed up and actively enrolled in the home visiting program prior to the beginning of or during the reporting period and continues enrollment during the reporting period. The household may include multiple caregivers depending on model-specific definitions.

DocuSign Envelope ID: 5CDA6F0C-222D-4246-A28B-3221B8BD4BBD

OMB No: 0966-0017  
 Expiration Date: 07/31/2021

**Attachment 3 - Form 1**

18	Participants by Type of Health Insurance Coverage	<p><b>Index Child (Birth – Kindergarten Entry):</b> the child (or children) in an individual household who is under the care of the enrollee(s) and who is enrolled in the program and who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms). More than one index child per household can be identified.</p> <p>The insurance coverage categories are mutually exclusive. No insurance coverage indicates that the individual is currently not covered by any source of insurance. This table is intended to capture insurance status, not health care access: receipt of care provided for instance by the Indian Health Service or another safety net health care provider such as a Federally Qualified Health Center does not constitute insurance coverage.</p>
19	Index Children by Usual Source of Medical Care	<p><b>Index Child (Birth – Kindergarten Entry):</b> the child (or children) in an individual household who is under the care of the enrollee(s) and who is enrolled in the program and who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms). More than one index child per household can be identified.</p> <p>Usual source of care: the particular medical professional, doctor's office, clinic, health center, or other place where a person would usually go if sick or in need of advice about his or her health.</p>
20	Index Children (≥ 12 months of age) by Usual Source of Dental Care	<p><b>Index Child (Birth – Kindergarten Entry):</b> the child (or children) in an individual household who is under the care of the enrollee(s) and who is enrolled in the program and who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms). More than one index child per household can be identified.</p> <p>Usual source of dental care: a usual source of dental care, or dental home, is a place where a child can receive consistent, comprehensive, compassionate dental care. The concept of the Dental Home reflects the AAPD's clinical guidelines and best principles for the proper delivery of oral health care to all children, with a concentration on infant/age one patients and should be established no later than 12 months of age.<sup>3</sup></p>

<sup>3</sup> American Academy of Pediatric Dentistry, Dental Home Resource Center, <http://www.aapd.org/4062016/dentalhome/>

## Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

# THE MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING PROGRAM

## PERFORMANCE AND SYSTEMS OUTCOME MEASURES

**Public Burden Statement:** An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0906-0017. Public reporting burden for this collection of information is estimated to average 200 hours per response, including the time for reviewing instructions, searching existing data sources, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 10-29, Rockville, Maryland, 20857.

July 19, 2018

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2011

**MEASURE 1**

<p><b>1. BENCHMARK AREA: MATERNAL AND NEWBORN HEALTH</b></p> <p><b>CONSTRUCT: PRETERM BIRTH</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of infants (among mothers who enrolled in home visiting prenatally before 37 weeks) who are born preterm following program enrollment</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of live births (index child or subsequent children among mothers who enrolled in home visiting prenatally before 37 weeks) born before 37 completed weeks of gestation and after enrollment</p> <p><b>DENOMINATOR:</b> Number of live births after enrollment who were born to mothers enrolled in home visiting prenatally before 37 weeks</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	<p>Numerator:</p> <hr/> <p>Denominator:</p>
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 2**

<p><b>1. BENCHMARK AREA: MATERNAL AND NEWBORN HEALTH</b></p> <p><b>CONSTRUCT: BREASTFEEDING</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of infants (among mothers who enrolled in-home visiting prenatally) who were breastfed any amount at 6 months of age</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of infants aged 6-12 months (index child among mothers who enrolled in home visiting prenatally) who were breastfed any amount at 6 months of age</p> <p><b>DENOMINATOR:</b> Number of infants aged 6-12 months (index child among mothers who enrolled in home visiting prenatally) enrolled in home visiting for at least 6 months</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	<p>Numerator:</p> <hr/> <p>Denominator:</p>
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

\* Note: When the percent of missing data is ≥10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 3**

<p><b>1. BENCHMARK AREA: MATERNAL AND NEWBORN HEALTH</b></p> <p><b>CONSTRUCT: DEPRESSION SCREENING</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers enrolled in home visiting who are screened for depression using a validated tool within 3 months of enrollment (for those not enrolled prenatally) or within 3 months of delivery (for those enrolled prenatally)</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> For those not enrolled prenatally, number of primary caregivers enrolled in home visiting who are screened for depression within the first 3 months since enrollment; for those enrolled prenatally, the number of primary caregivers screened for depression within 3 months of delivery</p> <p><b>DENOMINATOR:</b> For those not enrolled prenatally, the number of primary caregivers enrolled in home visiting for at least 3 months; for those enrolled prenatally, the number of primary caregivers enrolled in home visiting for at least three months post delivery</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. When there is no documentation of whether a screening occurred using a validated tool, but all other data elements are known, then the primary caregiver should be included in the denominator (if eligible), but not in the numerator. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

## Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

7.  
**NOTES**

**8. Measurement Tool Utilized**

Indicate the validated measurement tool(s) utilized to address this measure

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

### Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

#### MEASURE 4

<b>1. BENCHMARK AREA: MATERNAL AND NEWBORN HEALTH</b>  <b>CONSTRUCT: WELL CHILD VISIT</b>	
<b>2. TYPE OF MEASURE</b>  Performance Indicator	
<b>3. PERFORMANCE MEASURE</b>  Percent of children enrolled in home visiting who received the last recommended visit based on the American Academy of Pediatrics (AAP) schedule	
<b>4. SPECIFICATION</b>  <b>NUMERATOR:</b> Number of children (index child) enrolled in home visiting who received the last recommended well child visit based on the AAP schedule  <b>DENOMINATOR:</b> Number of children (index child) enrolled in home visiting	
<b>5. VALUE FOR REPORTING PERIOD (percentage)</b>  Value:	Numerator:
	Denominator:
<b>6. MISSING DATA*</b>  <b>6.a. Definition</b>  Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown, including if a home visit occurred but the home visitor did not collect the data. All cases of missing data should be excluded from the measure calculation.	<b>6.b. Value – Enter the number of cases missing from measure calculation:</b>
<b>7. NOTES</b>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

### Attachment 4 - Form 2

ONB No: 0906-0017  
 Expiration Date: 07/31/2021

**MEASURE 5**

<p><b>1. BENCHMARK AREA: MATERNAL AND NEWBORN HEALTH</b></p> <p><b>CONSTRUCT: POSTPARTUM CARE</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of mothers enrolled in home visiting prenatally or within 30 days after delivery who received a postpartum visit with a healthcare provider within 8 weeks (56 days) of delivery</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of mothers enrolled in home visiting prenatally or within 30 days after delivery who received a postpartum visit with a healthcare provider within 8 weeks (56 days) of delivery</p> <p><b>DENOMINATOR:</b> Number of mothers who enrolled in home visiting prenatally or within 30 days after delivery and remained enrolled for at least 8 weeks (56 days) after delivery</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0996-0017  
 Expiration Date: 07/31/2021

**MEASURE 6**

<p><b>1. BENCHMARK AREA: MATERNAL AND NEWBORN HEALTH</b></p> <p><b>CONSTRUCT: TOBACCO CESSATION REFERRALS</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers enrolled in home visiting who reported using tobacco or cigarettes at enrollment and were referred to tobacco cessation counseling or services within 3 months of enrollment.</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of primary caregivers enrolled in home visiting who reported using tobacco or cigarettes enrollment and were referred to tobacco cessation counseling or services within 3 months of enrollment</p> <p><b>DENOMINATOR:</b> Number of primary caregivers enrolled in home visiting who reported using tobacco or cigarettes at enrollment and were enrolled for at least 3 months</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown, including if there is no documentation of whether the primary caregiver used tobacco or cigarettes at enrollment since inclusion in the denominator cannot be determined if the screening result is unknown. When there is no documentation of whether a referral was provided, but all other data elements are known and inclusion in the denominator can be determined, then the primary caregiver should be included in the denominator (if eligible), but not in the numerator.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

### Attachment 4 - Form 2

ONB No: 0906-0017  
Expiration Date: 07/31/2021

All cases of missing data should be excluded from the measure calculation.	
7. NOTES	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**OAIR No: 0906-0017  
Expiration Date: 07/31/2021**MEASURE 7**

<b>1.</b> <b>BENCHMARK AREA: CHILD INJURIES, ABUSE, NEGLECT, AND MALTREATMENT AND EMERGENCY DEPARTMENT VISITS</b>  <b>CONSTRUCT: SAFE SLEEP</b>	
<b>2.</b> <b>TYPE OF MEASURE</b>  Performance Indicator	
<b>3.</b> <b>PERFORMANCE MEASURE</b>  Percent of infants enrolled in home visiting that are always placed to sleep on their backs, without bed-sharing and without soft bedding	
<b>4.</b> <b>SPECIFICATION</b>  <b>NUMERATOR:</b> Number of infants (index child aged less than 1 year) enrolled in home visiting whose primary caregiver reports that they are always placed to sleep on their backs, without bed-sharing and without soft bedding  <b>DENOMINATOR:</b> Number of infants (index child) enrolled in home visiting who were aged less than 1 year during the reporting period	
<b>5.</b> <b>VALUE FOR REPORTING PERIOD (percentage)</b>  Value:	Numerator:
	Denominator:
<b>6.</b> <b>MISSING DATA*</b>  <b>6.a. Definition</b>  Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.	<b>6.b. Value – Enter the number of cases missing from measure calculation:</b>
<b>7.</b> <b>NOTES</b>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

### Attachment 4 - Form 2

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**MEASURE 8**

<p>1. <b>BENCHMARK AREA: CHILD INJURIES, ABUSE, NEGLECT, AND MALTREATMENT AND EMERGENCY DEPARTMENT VISITS</b></p> <p><b>CONSTRUCT: CHILD INJURY</b></p>	
<p>2. <b>TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p>3. <b>PERFORMANCE MEASURE</b></p> <p>Rate of injury-related visits to the Emergency Department (ED) during the reporting period among children enrolled in home visiting</p>	
<p>4. <b>SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of parent-reported nonfatal injury-related visits to the ED during the reporting period among children (index child) enrolled in home visiting</p> <p><b>DENOMINATOR:</b> Number of children (index child) enrolled in home visiting</p>	
<p>5. <b>VALUE FOR REPORTING PERIOD (rate)</b></p> <p>Value:</p>	<p>Numerator:</p> <hr/> <p>Denominator:</p>
<p>6. <b>MISSING DATA*</b></p> <p>6.n. Definition</p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p>6.b. Value – Enter the number of cases missing from measure calculation:</p>
<p>7. <b>NOTES</b></p>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**MEASURE 9**

<p><b>1. BENCHMARK AREA: CHILD INJURIES, ABUSE, NEGLECT, AND MALTREATMENT AND EMERGENCY DEPARTMENT VISITS</b></p> <p><b>CONSTRUCT: CHILD MALTREATMENT</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of children enrolled in home visiting with at least 1 investigated case of maltreatment following enrollment within the reporting period</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of children (index child) enrolled in home visiting with at least 1 investigated case of maltreatment following enrollment within the reporting period</p> <p><b>DENOMINATOR:</b> Number of children (index child) enrolled in home visiting</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 10**

<p><b>1. BENCHMARK AREA: SCHOOL READINESS AND ACHIEVEMENT</b></p> <p><b>CONSTRUCT: PARENT-CHILD INTERACTION</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers enrolled in home visiting who receive an observation of caregiver-child interaction by the home visitor using a validated tool</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of primary caregivers enrolled in home visiting who receive an observation of caregiver-child interaction by the home visitor using a validated tool</p> <p><b>DENOMINATOR:</b> Number of primary caregivers enrolled in home visiting with children reaching the target age range</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. When there is no documentation of whether the index child received an observation of caregiver-child interaction by the home visitor using a validated tool, but all other data elements are known, then the index child should be included in the denominator (if eligible), but not in the numerator. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

## Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

<b>7.</b> <b>NOTES</b>
<b>8.</b> <b>Measurement Tool Utilized</b>  Indicate the validated measurement tool(s) utilized to address this measure

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

### Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 11**

<p><b>1. BENCHMARK AREA: SCHOOL READINESS AND ACHIEVEMENT</b></p> <p><b>CONSTRUCT: EARLY LANGUAGE AND LITERACY ACTIVITIES</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of children enrolled in home visiting with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child daily, every day</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of children (index child) enrolled in home visiting with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child daily, every day</p> <p><b>DENOMINATOR:</b> Number of children (index child) enrolled in home visiting</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

\* Note: When the percent of missing data is ≥ 10%, a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

### Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 12**

<p><b>1. BENCHMARK AREA: SCHOOL READINESS AND ACHIEVEMENT</b></p> <p><b>CONSTRUCT: DEVELOPMENTAL SCREENING</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of children enrolled in home visiting with a timely screen for developmental delays using a validated parent-completed tool</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of children (index child) enrolled in home visiting with at least one screening within the AAP-defined age groups during the reporting period</p> <p><b>DENOMINATOR:</b> Number of children (index child) enrolled in home visiting reaching the specified time frame during the reporting period</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. When there is no documentation of whether a screening occurred using a validated tool, but all other data elements are known, then the child should be included in the denominator (if eligible), but not in the numerator. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

## Attachment 4 - Form 2 Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**8.**  
**Measurement Tool Utilized**

Indicate the validated measurement tool(s) utilized to address this measure

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**MEASURE 13**

<p><b>1. BENCHMARK AREA: SCHOOL READINESS AND ACHIEVEMENT</b></p> <p><b>CONSTRUCT: BEHAVIORAL CONCERNS</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of postnatal home visits where primary caregivers were asked if they have any concerns regarding their child's development, behavior, or learning</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of postnatal home visits where primary caregivers enrolled in home visiting were asked if they have any concerns regarding their child's development, behavior, or learning</p> <p><b>DENOMINATOR:</b> Total number of postnatal home visits during the reporting period</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. If a home visit occurred, but there is no documentation of whether the primary caregiver was asked about behavioral concerns, then the home visit should be included in the denominator (if eligible – i.e., postnatal visit), but not in the numerator. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

## Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

July 19, 2018

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 14**

<p><b>1. BENCHMARK AREA: CRIME OR DOMESTIC VIOLENCE</b></p> <p><b>CONSTRUCT: INTIMATE PARTNER VIOLENCE SCREENING</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers enrolled in home visiting who are screened for intimate partner violence (IPV) within 6 months of enrollment using a validated tool</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of primary caregivers enrolled in home visiting who are screened for IPV using a validated tool within 6 months of enrollment</p> <p><b>DENOMINATOR:</b> Number of primary caregivers enrolled in home visiting for at least 6 months</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. When there is no documentation of whether a screening occurred using a validated tool (including if a screening did not occur because the caregiver was male and they only have validated tools for use among female caregivers), but all other data elements are known, then the primary caregiver should be included in the denominator (if eligible), but not in the numerator. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

## Attachment 4 - Form 2

OAI B No: 0906-0017  
Expiration Date: 07/31/2021

7.  
NOTES

8.  
Measurement Tool Utilized

Indicate the validated measurement tool(s) utilized to address this measure

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

July 19, 2018

**Attachment 4 - Form 2**

OAI B No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 15**

<p><b>1. BENCHMARK AREA: FAMILY ECONOMIC SELF-SUFFICIENCY</b></p> <p><b>CONSTRUCT: PRIMARY CAREGIVER EDUCATION</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers who enrolled in home visiting without a high school degree or equivalent who subsequently enrolled in or maintained continuous enrollment in middle school or high school, or completed high school or equivalent during their participation in home visiting</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of primary caregivers who enrolled in or maintained continuous enrollment in middle school or high school, or completed a high school degree or equivalent after enrollment in home visiting (and met the conditions specified in the denominator)</p> <p><b>DENOMINATOR:</b> Number of primary caregivers without a high school degree or equivalent at enrollment</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>
<p><b>7. NOTES</b></p>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

## Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

## MEASURE.16

1. <b>BENCHMARK AREA: FAMILY ECONOMIC SELF-SUFFICIENCY</b> <b>CONSTRUCT: CONTINUITY OF INSURANCE COVERAGE</b>	
2. <b>TYPE OF MEASURE</b> Systems Outcome	
3. <b>PERFORMANCE MEASURE</b> Percent of primary caregivers enrolled in home visiting who had continuous health insurance coverage for at least 6 consecutive months	
4. <b>SPECIFICATION</b> <b>NUMERATOR:</b> Number of primary caregivers enrolled in home visiting who reported having health insurance coverage for at least 6 consecutive months since enrollment in home visiting <b>DENOMINATOR:</b> Number of primary caregivers enrolled in home visiting for at least 6 months	
5. <b>VALUE FOR REPORTING PERIOD (percentage)</b> Value:	Numerator:
	Denominator:
6. <b>MISSING DATA*</b> <b>6.a. Definition:</b> Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown. All cases of missing data should be excluded from the measure calculation.	6.b. Value – Enter the number of cases missing from measure calculation:
7. <b>NOTES</b>	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 17**

<p><b>1. BENCHMARK AREA: COORDINATION AND REFERRALS FOR OTHER COMMUNITY RESOURCES AND SUPPORTS</b></p> <p><b>CONSTRUCT: COMPLETED DEPRESSION REFERRALS</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers referred to services for a positive screen for depression who receive one or more service contacts</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of primary caregivers enrolled in home visiting who received recommended services for depression (and met the conditions specified in the denominator)</p> <p><b>DENOMINATOR:</b> Number of primary caregivers enrolled in home visiting who had a positive screen for depression within 3 months of enrollment (for those not enrolled prenatally) or within 3 months of delivery (for those enrolled prenatally) and were referred for services</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown, including if there is no documentation of whether a screening occurred using a validated tool, since inclusion in the denominator cannot be determined if the screening result is unknown. Data are also considered missing if there is no documentation of whether a referral was provided. All cases of missing data should be excluded from the measure calculation.</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

## Attachment 4 -- Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

7.  
NOTES

8.  
Measurement Tool Utilized

Indicate the validated measurement tool(s) utilized to address this measure

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

**MEASURE 18**

<p><b>1. BENCHMARK AREA: COORDINATION AND REFERRALS FOR OTHER COMMUNITY RESOURCES AND SUPPORTS</b></p> <p><b>CONSTRUCT: COMPLETED DEVELOPMENTAL REFERRALS</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Systems Outcome</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of children enrolled in home visiting with positive screens for developmental delays (measured using a validated tool) who receive services in a timely manner</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of children enrolled in home visiting who a) received individualized developmental support from a home visitor; b) were referred to early intervention services and receive an evaluation within 45 days; OR c) were referred to other community services who received services within 30 days (and met the condition specified in the denominator)</p> <p><b>DENOMINATOR:</b> Number of children enrolled in home visiting with positive screens for developmental delays (measured using a validated tool)</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown, including if there is no documentation of whether a screening occurred using a validated tool, since inclusion in the denominator cannot be determined if the screening result is unknown. When there is no documentation of whether a referral was provided, but all other data elements are available and inclusion in the denominator can be determined, then the primary caregiver should be included in the denominator (if</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

### Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

<b>eligible), but not in the numerator. All cases of missing data should be excluded from the measure calculation.</b>	
<b>7. NOTES</b>	
<b>8. Measurement Tool Utilized</b>  Indicate the validated measurement tool(s) utilized to address this measure	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

**Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

**MEASURE 19**

<p><b>1. BENCHMARK AREA: COORDINATION AND REFERRALS FOR OTHER COMMUNITY RESOURCES AND SUPPORTS</b></p> <p><b>CONSTRUCT: INTIMATE PARTNER VIOLENCE REFERRALS</b></p>	
<p><b>2. TYPE OF MEASURE</b></p> <p>Performance Indicator</p>	
<p><b>3. PERFORMANCE MEASURE</b></p> <p>Percent of primary caregivers enrolled in home visiting with positive screens for IPV (measured using a validated tool) who receive referral information to IPV resources</p>	
<p><b>4. SPECIFICATION</b></p> <p><b>NUMERATOR:</b> Number of primary caregivers enrolled in home visiting who received referral information to IPV resources (and met the conditions specified in the denominator)</p> <p><b>DENOMINATOR:</b> Number of primary caregivers enrolled in home visiting with positive screens for IPV (measured using a validated tool) within 6 months of enrollment</p>	
<p><b>5. VALUE FOR REPORTING PERIOD (percentage)</b></p> <p>Value:</p>	Numerator:
	Denominator:
<p><b>6. MISSING DATA*</b></p> <p><b>6.a. Definition</b></p> <p>Data are considered missing if one or more data elements needed to determine inclusion in the numerator or denominator are unknown, including if there is no documentation of whether a screening occurred using a validated tool, since inclusion in the denominator cannot be determined if the screening result is unknown. When there is no documentation of whether a referral was provided, but all other data elements are available and inclusion in the denominator can be determined, then the primary caregiver should be included in the denominator (if eligible), but not in the numerator. All cases of</p>	<p><b>6.b. Value – Enter the number of cases missing from measure calculation:</b></p>

### Attachment 4 - Form 2

OMB No: 0906-0017  
Expiration Date: 07/31/2021

missing data should be excluded from the measure calculation.	
<b>7.</b> <b>NOTES</b>	
<b>8.</b> <b>Measurement Tool Utilized</b> Indicate the validated measurement tool(s) utilized to address this measure	

\* Note: When the percent of missing data is  $\geq 10\%$ , a table note should be provided that addresses the reason for the missing data, and if possible, plans to reduce the amount of missing data in future reporting.

## **Attachment 4 - Form 2**

OMB No: 0906-0017  
Expiration Date: 07/31/2021

# **DEFINITIONS OF KEY TERMS**

July 19, 2018

DocuSign Envelope ID: 6CDA8F0C-222D-4246-A218-3221B88D488D

## Attachment 4 - Form 2

OMB No. 0908-0017  
Expiration Date: 07/31/2021

Construct Number	Construct	Key Term Definitions
1.	Preterm Birth	Preterm Birth: a birth before 37 completed weeks of gestation (defined as up to 36 weeks and 6 days). <sup>1</sup>
2.	Breastfeeding	Breastfeeding: in addition to breast milk fed directly from the mother to the infant, breastfeeding also includes feeding the infant pumped or expressed breast milk.
3.	Depression Screening	Depression: aligned with each grantee's validated depression screening tool's definition of depression.
4.	Well-Child Visit	AAP schedule for Well-Child Visits: Updated AAP 2017 Recommendations for Pediatric Preventive Health Care <a href="https://www.aap.org/en-us/Documents/periodicity_schedule.pdf">https://www.aap.org/en-us/Documents/periodicity_schedule.pdf</a>
5.	Postpartum Care	Postpartum Care Visit: A postpartum visit is a visit between the woman and her health care provider to assess the mother's current physical health, including the status of pregnancy-related conditions like gestational diabetes, screen for postpartum depression, provide counseling on infant care and family planning as well as screening and referrals for the management of chronic conditions. Additionally, a provider may use this opportunity to conduct a breast exam and discuss breastfeeding. The American College of Obstetricians and Gynecologists recommends that mothers receive a postpartum care visit within 6 weeks after delivery. <sup>2</sup>
6.	Tobacco Cessation Referrals	Tobacco Use: combustibles (cigarettes, cigars, pipes, hookahs, bidis), non-combustibles (cbew, dip, snuff, snus, and dissolvables), and ENDS.
7.	Safe Sleep	No definitions required
8.	Child Injury	Injury-related Emergency Department Visit: Injuries refer to the following causes of mechanisms of injury: motor vehicle, suffocation, drowning, poisoning, fire/burns, falls, sports and recreation, and intentional injuries, such as child maltreatment. <sup>3</sup>
9.	Child Maltreatment	Investigated Case: all children with an allegation of maltreatment that were screened-in for investigation or assessment and further received an investigation. <sup>4</sup> A screen-in report is one that is accepted for investigation or assessment based on the state's screen-in criteria. <sup>5</sup>
10.	Parent-Child Interaction	No definitions required
11.	Early Language and Literacy Activities	No definitions required
12.	Developmental Screening	Developmental Delay: delays in any or all areas including cognitive, social, language, sensory,

<sup>1</sup> Behrman R, Dahl Butler A, eds. Preterm Birth: Causes, Consequences, and Prevention. Washington, DC: The National Academies Press, 2007.<sup>2</sup> Optimizing postpartum care. Committee Opinion No. 666. American College of Obstetricians and Gynecologists. Obstet Gynecol 2016;127(1):157-62. Retrieved from <https://www.acog.org/Annlde/Committee-Opinions/Committee-on-Obstetric-Practice/0666-p677h3ac-1&date=20180221T1421432301><sup>3</sup> Centers for Disease Control and Prevention. National Action Plan for Child Injury Prevention. 2012. Retrieved from [https://www.cdc.gov/nchs/data/nap/nap\\_full\\_report.pdf](https://www.cdc.gov/nchs/data/nap/nap_full_report.pdf)<sup>4</sup> Child Welfare Information Gateway. Child Maltreatment 2015: Summary of Key Findings. Retrieved from <https://www.childwelfare.gov/pubs/factsheets/child-maltreatment-2015/><sup>5</sup> Child Welfare Information Gateway. Screening and Investigation. Retrieved from <https://www.childwelfare.gov/pubs/factsheets/screening-and-investigation/>

July 19, 2018

DocuSign Envelope ID: 5CDA6FOC-222D-4248-A22B-32218BBD488D

**Attachment 4 - Form 2**

OMB No: 0906-0017  
 Expiration Date: 07/31/2021

		and emotional development. <sup>6</sup>
13.	Behavioral Concerns	No definitions required
14.	IPV Screening	Intimate Partner Violence: physical violence, sexual violence, stalking and psychological aggression (including coercive acts) by a current or former intimate partner. An intimate partner is a person with whom one has a close personal relationship that can be characterized by the following: emotional connectedness, regular contact, ongoing physical contact and sexual behavior, identity as a couple, familiarity and knowledge about each other's lives. <sup>7</sup>
15.	Primary Caregiver Education	No definitions required
16.	Continuity of Insurance Coverage	Continuous Health Insurance Coverage: having health insurance coverage without any lapses.
17.	Completed Depression Referrals	Recommended services: specific techniques and intervention models delivered in the context of client characteristics, culture, and preferences that have shown to have positive effects on outcomes through rigorous evaluations and have demonstrated to achieve positive outcomes for the client. <sup>8</sup>
18.	Completed Developmental Referrals	Developmental Delay: delays in any or all areas including cognitive, social, language, sensory, and emotional development. <sup>6</sup>
19.	IPV Referrals	Intimate Partner Violence: physical violence, sexual violence, stalking and psychological aggression (including coercive acts) by a current or former intimate partner. An intimate partner is a person with whom one has a close personal relationship that can be characterized by the following: emotional connectedness, regular contact, ongoing physical contact and sexual behavior, identity as a couple, familiarity and knowledge about each other's lives. <sup>7</sup>

<sup>6</sup> U.S. National Library of Medicine. National Institutes of Health. Psychological Index Terms via Unified Medical Language System, 2015. Retrieved from <http://nlm.nih.gov/umlsrnlm/umlsrnlm.html>  
<sup>7</sup> Centers for Disease Control and Prevention. Injury Prevention and Control: Division of Violence Prevention, 2015. Retrieved from <http://www.cdc.gov/injury-prevention/control/about/division-of-violence-prevention.html>  
<sup>8</sup> Home Visiting Collaborative Improvement and Invention Network.

July 19, 2018

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

**Attachment 5 - DCYF Key Performance Metrics**

<b>Key Performance Metrics</b>
<b><i>Referrals</i></b>
Share of families who are referred to HFA from DCYF. (# of families currently enrolled in HFA CWP and % of HFA CWP slots currently used)
Share of DCYF-referred families that were enrolled between three (3) and twenty-four (24) months of age.
Share of DCYF-referred families with a recent assessment of a Substance Exposed Infant (SEI).
<b><i>Enrollments</i></b>
Average time to enrollment from the time and date of referral.
# of days from referral date to the first home visit.
Share of families that are offered HFA and % of offered families who decide to receive HFA.
Relative rate of families enrolled by racial/ethnic and geographic characteristics.
Proportion of families that are retained in the program over specified periods of time (6 months, 12 months, 24 months, 36 months, etc.) after receiving a first home visit.
Proportion of families who receive at least seventy-five (75%) percent of the appropriate number of home visits based upon the individual level of service to which they are assigned.
<b><i>Program Completion</i></b>
Share of families who do not complete the program (incl. reason for non-completion/discharge).
Share of families that discharged who completed a minimum of specified periods of service. (3 months, 6 months, 12 months, 18 months, 24 months, 30 months, 36 months).
Proportion of families who complete program by racial/ethnic and geographic characteristics.
<b><i>Short-term Outcomes</i></b>
Share of families with a new case opened to DCYF, or a new report of maltreatment, within six months after discharge.
Share of children who enter out-of-home placement within six months after discharge (incl. breakdown of placement type).
Share of children who enter any form of out-of-home placement within 12 months of discharge.
Differences in outcomes outlined above (i.e., prevention of out of home removal, decreases in risk/needs) by racial/ethnic and geographic characteristics.

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

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 61.5% Federal funds from:
    - 1.1.1. Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 7, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X10MC43595.
    - 1.1.2. Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 2, 2022, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X10MC46878.
    - 1.1.3. American Rescue Plan Act Funding for Home Visiting, as awarded on April 30, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X11MC41935.
    - 1.1.4. American Rescue Plan Act Funding for Home Visiting, as awarded on October 28, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X11MC45263.
    - 1.1.5. Administration of Children Youth & Families (ACYF), as awarded on October 1, 2022, CFDA 93.658, FAIN 2201NHFOST.
  - 1.2. 38.5% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
4. The final invoice and supporting documentation for authorized expenses 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.
5. 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.
6. Audits

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

**EXHIBIT C**

- 
- 6.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 6.1.1. 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.
  - 6.1.2. 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.
  - 6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 6.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) 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.
- 6.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 6.3. 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.
- 6.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
- A. Payment Terms Respective to Traditional Home Visiting Services for the Division of Public Health Services (DPHS):**
- 7. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-4, Budget.
  - 8. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

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

**EXHIBIT C**

- 8.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 8.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 8.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 8.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 8.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 8.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov) or mailed to:

Financial Manager  
 Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301

**B. Payment Terms Respective to Child Welfare Protocols for the Division for Children, Youth and Families (DCYF) for direct services:**

- 9. Payment shall be for services provided in fulfillment of this Agreement, as specified in Exhibit B, Scope of Work Section 3.4, and in accordance with the following:
  - 9.1. **Weekly Rate:** For the purposes of this Agreement, a weekly rate shall be paid in the amount of \$338.33 per client (family) once per week.
  - 9.2. Payment shall be made on a monthly basis and follow a process determined by the Department.
  - 9.3. The Contractor cannot exceed the maximum allotment for weekly rate expenditure by Fiscal Year, which is as follows:

State Fiscal Year	Amount
SFY 2023	\$24,867
SFY 2024	\$58,024
SFY 2025	\$29,012
<b>Sub-Total</b>	<b>\$111,903</b>

- 9.4. The Contractor shall submit non-clinical expenses via the Website: <https://business.nh.gov/beb/PaQes/Index.asDx>.

DB  
 BJS

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

**EXHIBIT C**

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

**C. Payment Terms Respective to Child Welfare Protocols for the Division for Children, Youth and Families (DCYF) for administrative services:**

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure each invoice is completed, dated and returned to the Department in order to initiate payment.

10.1. Maximum allotment for contract expenditures by Fiscal Year is as follows:

State Fiscal Year	Amount
2023	\$62,168
2024	\$58,022
2025	\$0*
<b>Sub-Total</b>	<b>\$120,190</b>
<b>*The Contractor will only bill for direct services in SFY 25.</b>	

10.2. In lieu of hard invoice copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

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

01  
BJS

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b> Granite VNA, Inc.	
<b>Budget Request for:</b> Home Visiting Services - Home Visiting Formula Grant	
<b>Budget Period:</b> SFY 2023 (10/01/2022 - 06/30/2023)	
<b>Indirect Cost Rate (if applicable):</b> 1.59%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$50,372
2. Fringe Benefits	\$14,104
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$800
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$300
5.(e) Supplies Office	\$250
6. Travel	\$2,000
7. Software	\$2,375
8. (a) Other - Marketing/ Communications	\$1,500
8. (b) Other - Education and Training	\$8,750
8. (c) Other - Other (specify below)	
HFA Affiliation Fee	\$800
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$79,251</b>
<b>Total Indirect Costs</b>	<b>\$1,282</b>
<b>TOTAL</b>	<b>\$80,533</b>

Contractor Initials: BJS  
 Date: 1/5/2023

<b>New Hampshire Department of Health and Human Services</b>	
<b>Contractor Name:</b>	Granite VNA, Inc.
<b>Budget Request for:</b>	Home Visiting Services - Home Visiting Formula Grant
<b>Budget Period:</b>	SFY 2024 (07/01/2023 - 06/30/2024)
<b>Indirect Cost Rate (if applicable):</b>	3.91%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$88,626
2. Fringe Benefits	\$19,215
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$1,176
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$368
5.(e) Supplies Office	\$588
6. Travel	\$3,430
7. Software	\$4,900
8. (a) Other - Marketing/ Communications	\$980
8. (b) Other - Education and Training	\$4,900
8. (c) Other - Other (specify below)	
HFA Affiliation Fee	\$980
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$105,163</b>
<b>Total Indirect Costs</b>	<b>\$4,283</b>
<b>TOTAL</b>	<b>\$109,446</b>

Contractor Initials: DS  
BJS  
Date: 1/5/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Granite VNA, Inc.</u>	
Budget Request for: <u>Home Visiting Services - Home Visiting Formula Grant</u>	
Budget Period: <u>SFY 2025 (07/01/2024 - 09/30/2024)</u>	
Indirect Cost Rate (if applicable): <u>3.62%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$18,808
2. Fringe Benefits	\$4,708
3. Consultants	\$0.
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0.
5.(a) Supplies - Educational	\$288
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$90
5.(e) Supplies Office	\$144
6. Travel	\$840
7. Software	\$1,988
8. (a) Other - Marketing/ Communications	\$240.
8. (b) Other - Education and Training	\$1,200
8. (c) Other - Other (specify below)	
HFA Affiliation Fee	\$240
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$26,543</b>
<b>Total Indirect Costs</b>	<b>\$997</b>
<b>TOTAL</b>	<b>\$27,540</b>

Contractor Initials: DS  
BJS  
 Date: 1/5/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Granite VNA, Inc.</u>	
Budget Request for: <u>Home Visiting Services - ARP - MIECH Home Visiting</u>	
Budget Period: <u>SFY 2023 (10/01/2022 - 06/30/2023)</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,452
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8.(a) Other - Marketing/ Communications	\$0
8.(b) Other - Education and Training	\$0
8.(c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$11,452</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$11,452</b>

Contractor Initials: DS  
BJS  
Date: 1/5/2023

New Hampshire Department of Health and Human Services	
Contractor Name: Granite VNA, Inc.	
Budget Request for: Home Visiting Services	
Budget Period: SFY 2023 (1/1/23-8/30/23) 6 Months	
Indirect Cost Rate (If applicable): 8.81%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$36,057
2. Fringe Benefits	\$10,095
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$822
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$165
5.(e) Supplies Office	\$310
6. Travel	\$1,865
7. Software	\$2,487
8. (a) Other - Marketing/ Communications	\$995
8. (b) Other - Education and Training	\$4,974
8. (c) Other - Other (specify below)	\$497
HPA Affiliation Fee	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$58,057</b>
<b>Total Indirect Costs</b>	<b>\$4,111</b>
<b>TOTAL</b>	<b>\$62,168</b>

Contractor Initials DS  
BJS

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Grande VNA, Inc.</u>	
Budget Request for: <u>Home Visiting Services</u>	
Budget Period: <u>SFY 2024 (7/1/23-6/30/24) 12 Months</u>	
Indirect Cost Rate (if applicable): <u>8.61%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$33,653
2. Fringe Benefits	\$9,423
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$580
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$145
5.(e) Supplies Office	\$290
6. Travel	\$1,741
7. Software	\$2,321
8. (a) Other - Marketing/ Communications	\$928
8. (b) Other - Education and Training	\$4,642
8. (c) Other - Other (specify below)	
HFA Affiliation Fee	\$484
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$54,187</b>
<b>Total Indirect Costs</b>	<b>\$3,835</b>
<b>TOTAL</b>	<b>\$58,022</b>

Contractor Initials BJS

New Hampshire Department of Health and Human Services  
Exhibit D



**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

New Hampshire Department of Health and Human Services  
Exhibit D



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

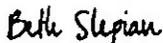
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Granite VNA dba Concord Regional VNA

1/5/2023

Date

DocuSigned by:  
  
 Name: Beth Stepien  
 Title: President/CEO

DB  
  
 Vendor Initials  
 Date 1/5/2023

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:

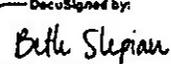
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Granite VNA dba Concord Regional VNA

1/5/2023

Date

DocuSigned by:  
  
 Name: Beth Stepien  
 Title: President/CEO

Vendor Initials   
 Date 1/5/2023

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 46 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: Granite VNA dba Concord Regional VNA

1/5/2023

Date

DocuSigned by:  
  
 Name: Beth Stepien  
 Title: President/CEO

Contractor Initials:   
 Date: 1/5/2023

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS  
BJS

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

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



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

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

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

Contractor Name: Granite VNA dba Concord Regional VNA

1/5/2023

Date

Decaligned by:

Beth Stepan

Name: Beth Stepan

Title: President/CEO

Exhibit G

Contractor Initials

DS  
BJS

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

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: Granite VNA dba Concord Regional VNA

1/5/2023

Date

Designated by:

Beth Slepian

Name: Beth Slepian

Title: President/CEO

New Hampshire Department of Health and Human Services



Exhibit I

**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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

BJS

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

BJS

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). 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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

BJS



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

~~The State of~~

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative  
Director

Title of Authorized Representative

1/5/2023

Date

Granite VNA dba Concord Regional VNA

~~Name of the Contractor~~

Beth Slepian

Signature of Authorized Representative

Beth Slepian

Name of Authorized Representative

President/CEO

Title of Authorized Representative

1/5/2023

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 (UEI #)
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.

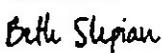
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: Granite VNA dba Concord Regional VNA

1/5/2023

Date

Documented by:  
  
 Name: Beth Stepan  
 Title: President/CEO

Contractor Initials   
 Date 1/5/2023



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.

- The UEI (SAM.gov) number for your entity is: J1GJSEM4BJ97
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

         NO                        x   YES

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

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

- 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                        x   YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A: Definitions

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

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

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

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

BJS

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

**Exhibit K**

**DHHS Information Security Requirements**



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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc.; alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

**New Hampshire Department of Health and Human Services**  
**Exhibit K**  
**DHHS Information Security Requirements**



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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

**Exhibit K**

**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

**V. LOSS REPORTING**

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

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

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

**New Hampshire Department of Health and Human Services**  
**Exhibit K**  
**DHHS Information Security Requirements**



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