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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Interim Commissioner

Joseph E. Ribsam, Jr.
Director

May 22, 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 for Children, Youth and Families, to amend existing contracts with the Contractors listed below modify the payment terms and to add funding to support additional case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, by increasing the total price limitation by $618,750 from $22,140,059 to $22,758,809 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 23% Federal Funds. 77% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Waypoint, Manchester, NH	17766-B002	Claremont, Concord, Conway, Keene, Laconia, Manchester, Rochester, Seacoast, Southern.	$19,895,531	$0	$19,895,531	O: 11/18/20, Item #22 A1: 12/8/21 Item #5A
The Family Resource Center at Gorham (FRC), Gorham, NH	162412-B001	Berlin and Littleton	$2,244,528	$618,750	$2,863,278	O: 11/18/20, Item #22
		Total:	**$22,140,059**	**$618,750**	**$22,758,809**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Department to revise the payment terms to authorize the utilization of IV-E federal claims for Community Based Case Management and Motivational Interviewing. The Department is adding additional funding to The Family Resource Center at Gorham contract to allow for the Contractor to provide additional support, case management, and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Department's Division for Children, Youth and Families.

Contract management data has shown that the number of families eligible for this service in the Berlin and Littleton is higher than initially projected. Additionally, Family Resource Center at Gorham has successfully engaged and enrolled a higher percentage of families than initially projected.

Approximately 4,000 families will be served from January 1, 2021 to June 30, 2024.

The Contractors provide services to families who/whom: were recently assessed by the Division of Children, Youth and Families for an allegation of abuse or neglect, or as part of their CPS assessment were scored as being at high/very high-risk of future Division of Children, Youth and Families involvement using an actuarial risk assessment tool.

Additionally, the Contractors provide services to clients utilizing the Solution-Based Casework and Motivational Interviewing models with a focus on the following priorities:

- Working in partnerships with families.
- Focusing on family progress.
- Focusing on programmatic solutions to difficult family experiences.
- Celebrating family progress.

Should the Governor and Executive Council not authorize this request, the Family Resource Center at Gorham will not have the funding available to sustain services to high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Department. Additionally, the Department will be unable to revise the payment terms to reflect the proper funding allocations, which the Department is required to do under 2 CFR 200.

Source of Federal Funds: Assistance Listing Number # 93.658, FAIN # 2301NHFOST.

Areas Served: Statewide.

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

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Community-Based Voluntary Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Waypoint ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2020, (Item #22) and amended on December 8, 2021, (Item #5A), 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, and Exhibit A, Revisions to Standard Contract Provisions, Subsection 3.3, 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 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 1.9., Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

2. Modify Exhibic C, Payment Terms, Section 1., to read:

   1. This Agreement is funded by:

      1.1. 15% Federal Funds for Foster Care Title IV-E as awarded by the Administration for Children and Families on 10/1/2023, CFDA #: 93.658, FAIN #: 2301NHFOST.

      1.2. 85% General Funds.

3. Modify Exhibit C, Payment Terms, Section 5., Daily Rate, Subsection 5.1., to read:

   5.1. For the purpose of this agreement, a daily rate will be awarded:

      5.1.1. For CBVS cases opened through and after January 1, 2023, this will include a dual authorization as:

         5.1.1.1. Community Based Case Management for $18.14/client (family) per day.

         5.1.1.2. Motivational Interviewing fo $16.86/client (family) per day, which is incoprated into the IV-E claiming.

      5.1.2. For CBVS cases opened through and after July 1, 2023, this will include a dual authorization as:

         5.1.2.1. Community Based Case Management for $25.35/client (family) per day.

         5.1.2.2. Motivational Interviewing fo $23.40/client (family) per day, which is incoprated into the IV-E claiming.

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

Contractor Initials DS BAT
Date 5/26/2023

7. 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:

   7.1 Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   7.2 Is submitted in a form that is provided by or otherwise acceptable to the Department.

   7.3 Identifies and requests payment for allowable costs incurred in the previous month.

   7.4 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.

   7.5 Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   7.6 Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

5/26/2023
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
Name: Joseph E. Ribsam, Jr.
Title: Director

Waypoint

5/26/2023
Date

DocuSigned by:
Borja Alvarez de Toledo
Name: Borja Alvarez de Toledo
Title: president and CEO

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:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-042-421010-29580000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES
15 % Federal Funds, 85% General Funds

Vendor Name Waypoint Vendor # 177166

State Fiscal Year	Class/ Object	Description	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Prog Svc	42105893	$ 3,848,418.00	$ -	$ 3,848,418.00
2022	644/504195	SGFSER SGF Services	42105893	$ 5,125,271.00	$ -	$ 5,125,271.00
2023	644/504195	SGFSER SGF Services	42105893	$ 5,460,921.00	$ -	$ 5,460,921.00
2024	644/504195	SGFSER SGF Services	42105893	$ 5,460,921.00	$ -	$ 5,460,921.00
		Sub Total		$ 19,895,531.00	$ -	$ 19,895,531.00
		TOTAL		$22,140,059.00	$618,750.00	$22,758,809.00

DS
BAT
Contractor Initials
Date 5/26/2023

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 WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. 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: **62585**

Certificate Number: **0006222798**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May A.D. 2023.

David M. Scanlan
Secretary of State

WAYPOINT
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CHILD AND FAMILY SERVICES

CERTIFICATE OF VOTE

I, MARK C. ROUVALIS, Board Chair, do hereby certify that:

1. I am a duly elected Officer of WAYPOINT.

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/4/18:

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

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO of the Agency.

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.

5/15/23
Date

Mark C. Rouvalis
Mark C. Rouvalis

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Andrea Nicklin
FIA/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Waypoint Po Box 448 Manchester NH 03105	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Philadelphia Indemnity Ins Co 18058 INSURER B: Granite State Health Care and Human Services Self- INSURER C: Travelers Cas. & Surety Co of America 31194 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 22-23 All w/Prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: Professional Liability			PHPK2435600	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each incident $1M	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000- Agg
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2435606	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB822644	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE Umb includes Prof Liab	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20230000576 (3a.) NH	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Fidelity & Forgery			105912196	04/01/2021	04/01/2024	Limit Deductible	$500,000 $500

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Bureau of Contracts and Procurement State of New Hampshire –
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

WAYPOINT
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CHILD AND FAMILY SERVICES

MISSION STATEMENT:

Empowering people of all ages through an array of human services and advocacy

HEADQUARTERS

toll free (800) 640.6486
office (603) 518.4000
fax (603) 668.6260

464 Chestnut Street
PO Box 448
Manchester, NH 03105
waypointnh.org

WAYPOINT

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WAYPOINT

Consolidated Financial Statements and Supplementary Information
For the Year Ended December 31, 2022

(With Independent Auditor's Report Thereon)

CONTENTS

MELANSON

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Waypoint

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of Waypoint as of December 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. 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 Waypoint and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about

Waypoint's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 GAAS and *Government 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 consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 Waypoint'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Waypoint'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.

MELANSON

Report on Summarized Comparative Information

We have previously audited Waypoint's 2021 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated April 12, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2021 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2022 and 2021 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 10, 2023 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson

Merrimack, New Hampshire
May 10, 2023

WAYPOINT

Consolidated Statement of Financial Position
December 31, 2022
(with comparative totals as of December 31, 2021)

	2022			
	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
Assets				
Current Assets:				
Cash and cash equivalents	$ 712,445	$ -	$ 712,445	$ 1,337,022
Restricted cash	76,756	-	76,756	74,103
Accounts receivable, net	801,732	-	801,732	650,657
Grants receivable	1,274,880	-	1,274,880	639,234
Prepaid expenses	587,001	-	587,001	311,664
Total Current Assets	3,452,814	-	3,452,814	3,012,680
Noncurrent Assets:				
Investments	14,896,850	3,671,919	18,568,769	23,526,432
Beneficial interest held in trusts	-	2,020,741	2,020,741	2,202,347
Property and equipment, net	10,105,143	-	10,105,143	6,677,229
Operating right-of-use asset, net	334,034	-	334,034	-
Total Noncurrent Assets	25,336,027	5,692,660	31,028,687	32,406,008
Total Assets	$ 28,788,841	$ 5,692,660	$ 34,481,501	$ 35,418,688
Liabilities and Net Assets				
Current Liabilities:				
Accounts payable	$ 246,312	$ -	$ 246,312	$ 290,378
Accrued payroll and related liabilities	891,489	-	891,489	598,828
Other liabilities	205,887	-	205,887	63,699
Current portion of bonds payable	175,000	-	175,000	165,000
Current portion of operating lease liability	175,381	-	175,381	-
Refundable advances	443,742	-	443,742	660,937
Total Current Liabilities	2,137,811	-	2,137,811	1,778,842
Noncurrent Liabilities:				
Bonds payable, net of current portion	3,355,167	-	3,355,167	3,590,000
Operating lease liability, net of current portion	160,212	-	160,212	-
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	399,935	-	399,935	993,557
Total Noncurrent Liabilities	5,165,314	-	5,165,314	5,833,557
Total Liabilities	7,303,125	-	7,303,125	7,612,399
Net Assets:				
Without donor restrictions	21,485,716	-	21,485,716	20,919,645
With donor restrictions	-	5,692,660	5,692,660	6,886,644
Total Net Assets	21,485,716	5,692,660	27,178,376	27,806,289
Total Liabilities and Net Assets	$ 28,788,841	$ 5,692,660	$ 34,481,501	$ 35,418,688

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

WAYPOINT

Consolidated Statement of Activities
For the Year Ended December 31, 2022
(with summarized comparative totals for the year ended December 31, 2021)

	2022			
	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
Support and Revenue				
Support:				
Government grants	$ 9,800,690	$ -	$ 9,800,690	$ 8,916,060
Contributions	740,809	2,100,152	2,840,961	2,159,537
In-kind contributions	48,536	-	48,536	33,700
Special events:				
Gross revenue	224,603	392,352	616,955	443,686
Less cost of direct benefit to donors	(153,690)	-	(153,690)	(56,246)
Net special events revenue	70,913	392,352	463,265	387,440
Revenue:				
Service fees	6,200,380	-	6,200,380	5,511,187
Other income	40,684	-	40,684	21,655
Net Assets Released From Restrictions:				
Program releases	2,966,121	(2,966,121)	-	-
Endowment releases	89,703	(89,703)	-	-
Endowment Transfer to Support Operations	842,559	-	842,559	643,173
Total Support and Revenue	20,800,395	(563,320)	20,237,075	17,672,752
Operating Expenses				
Program services	15,261,737	-	15,261,737	13,488,186
Management and general	2,816,820	-	2,816,820	2,533,833
Fundraising	795,129	-	795,129	647,250
Total Operating Expenses	18,873,686	-	18,873,686	16,669,269
Change in Net Assets From Operations	1,926,709	(563,320)	1,363,389	1,003,483
Nonoperating Activities				
Investment income (loss), net	(3,647,593)	(449,057)	(4,096,650)	2,881,542
Unrealized gain (loss) on interest rate swap	593,622	-	593,622	289,196
Gain on the sale of asset	241,592	-	241,592	-
Change in beneficial interest	-	(413,854)	(413,854)	214,476
Interest income	4,744	-	4,744	1,249
Endowment transfer to support operations	(842,559)	-	(842,559)	(643,173)
Transfer of assets from Richie McFarland Children's Center (Note 21)	2,289,556	232,247	2,521,803	-
Total Nonoperating Activities	(1,360,638)	(630,664)	(1,991,302)	2,743,290
Change in Net Assets	566,071	(1,193,984)	(627,913)	3,746,773
Net Assets, Beginning of Year	20,919,645	6,886,644	27,806,289	24,059,516
Net Assets, End of Year	$ 21,485,716	$ 5,692,660	$ 27,178,376	$ 27,806,289

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

WAYPOINT

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2022
(with summarized comparative totals for the year ended December 31, 2021)

	2022				
	Program Services	Management and General	Fundraising	2022 Total	2021 Total
Personnel expense:					
Salaries and wages	$ 8,769,046	$ 1,441,503	$ 508,864	$ 10,719,413	$ 9,650,270
Employee benefits	1,324,206	156,284	44,810	1,525,300	1,270,901
Retirement plan	92,034	20,467	8,898	121,399	101,614
Payroll taxes and other	874,069	112,764	39,253	1,026,086	885,256
Mileage reimbursement	360,146	9,703	1,747	371,596	236,673
Contracted services	648,579	370,654	160,215	1,179,448	1,309,317
Subtotal personnel expense	12,068,080	2,111,375	763,787	14,943,242	13,454,031
Accounting	75	51,055	-	51,130	35,380
Assistance to individuals	1,100,071	717	50,017	1,150,805	901,544
Communications	184,344	32,935	12,811	230,090	212,681
Conferences, conventions, meetings	132,818	49,868	2,628	185,314	100,827
Depreciation	320,715	170,620	8,600	499,935	458,709
Insurance	79,551	15,794	2,532	97,877	64,578
Interest	222,898	22,106	6,388	251,392	233,409
Legal	2,044	16,617	-	18,661	12,543
Membership dues	28,105	26,169	2,437	56,711	60,902
Miscellaneous	38,075	34,413	8,675	81,163	60,596
Occupancy	732,997	54,952	11,895	799,844	667,827
Printing and publications	29,688	29,232	67,493	126,413	70,853
Rental and equipment maintenance	157,766	174,987	8,806	341,559	247,684
Supplies	143,892	12,963	2,740	159,595	123,453
Travel	20,618	13,017	10	33,645	20,498
Total Expenses By Function	15,261,737	2,816,820	948,819	19,027,376	16,725,515
Less expenses included on the Statement of Activities:					
Cost of direct benefits to donors	-	-	(153,690)	(153,690)	(56,246)
Total Expenses Reported on the Statement of Activities	$ 15,261,737	$ 2,816,820	$ 795,129	$ 18,873,686	$ 16,669,269

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

WAYPOINT

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2022
(with comparative totals for the year ended December 31, 2021)

	2022	2021
Cash Flows From Operating Activities		
Change in net assets	$ (627,913)	$ 3,746,773
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	499,935	458,709
Disposals of fixed assets	242,906	1,889
Amortization of operating right-of-use assets	173,740	-
Contributions restricted for endowment	(71,249)	-
Realized (gain) loss on investments	(171,631)	(1,462,149)
Unrealized (gain) loss on investments	4,768,167	(1,028,032)
Change in beneficial interest in trusts	413,854	(214,476)
Change in interest rate swap	(593,622)	(289,196)
RMCC fixed assets and beneficial interest (Note 21)	(1,332,247)	-
Changes in operating assets and liabilities:		
Accounts receivable	(151,075)	(295,049)
Grants receivable	(635,646)	205,925
Prepaid expenses	(275,337)	(134,246)
Accounts payable	(44,066)	(30,492)
Accrued payroll and related liabilities	292,661	60,092
Other liabilities	142,188	(1,200)
Refundable advances	(217,195)	(1,868,372)
Operating lease liability	(172,182)	-
Net Cash Provided (Used) By Operating Activities	2,241,288	(849,824)
Cash Flows From Investing Activities		
Purchases of investments	(571,135)	(401,514)
Proceeds from sale of investments	932,262	697,285
Purchase of fixed assets	(3,070,755)	(700,247)
Net Cash Used By Investing Activities	(2,709,628)	(404,476)
Cash Flows From Financing Activities		
Contributions restricted for endowment	71,249	-
Proceeds from line of credit	-	4,841,239
Principal payments on line of credit	-	(4,841,239)
Payment of long-term debt	(224,833)	(160,000)
Net Cash Used By Financing Activities	(153,584)	(160,000)
Net Change in Cash and Cash Equivalents and Restricted Cash	(621,924)	(1,414,300)
Cash and Cash Equivalents, and Restricted Cash, Beginning of Year	1,411,125	2,825,425
Cash and Cash Equivalents, and Restricted Cash, End of Year	$ 789,201	$ 1,411,125
Supplmental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	$ 251,392	$ 233,409
Supplemental Disclosure of Non-cash Investing Activity:		
RMCC fixed assets and beneficial interest (Note 21)	$ 1,332,247	$ -
As reported in the Consolidated Statement of Financial Position, cash balance consists of:		
Cash and cash equivalents	$ 712,445	$ 1,337,022
Restricted cash	76,756	74,103
Total cash, cash equivalents, and restricted cash	$ 789,201	$ 1,411,125

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

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 6,800 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

Family Support

Nearly 2,700 individuals received assistance through the Early Childhood and Family Support programs. Parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services

The Early Support and Services program provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays, or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services

A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Partners in Health

Family Support Coordinators provide a variety of services to families who have a child with a chronic health condition. Services include identifying needs and helping access available resources, working with schools, insurance companies and health care providers and creating social and recreational opportunities with other families that share similar concerns.

The Children's Place and Parent Education Center

The Children's Place and Parent Education Center (TCP) in Concord, NH provides both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

Family Preservation

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents, and young adults. Programs are delivered to 3,000 individuals in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster Care

The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services

The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

Community Based Voluntary Services

The Organization works with families at risk to equip them with the skills and tools to overcome life challenges and prevent the need for state involvement. The program partners with families to recognize their strengths and find solutions to everyday problems by removing barriers, tailoring services to their needs, and enhancing access to resources and connections.

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. In 2022, over 700 individuals were served. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization operates the only shelter specifically for adults aged 18-24 who are experiencing or are at-risk of homelessness. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Home Care

The Organization helps 460 seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

The New Hampshire Children's Lobby

Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Waypoint. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

Resources for Families Affected by Incarceration

A variety of programs and services are available that support the needs of incarcerated parents, their children, and the parents/caregivers of the child during the period of incarceration. This program is a partnership between Waypoint, New Hampshire Family Resource Centers, Family Connections Center-NHDOC and New Hampshire Jails.

2. Summary of Significant Accounting Policies

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

Basis of Financial Statement Presentation

The consolidated financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

Change in Accounting Principle

ASU 2016-02, Leases

Effective January 1, 2022, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. The Organization determines if an arrangement contains a lease at inception based on whether the Organization has the right to control the asset during the contract period and other facts and circumstances. The Organization elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. The Organization elected the short-term lease recognition exemption for all leases that qualify. Consequently, for those leases that qualify, the Organization will not recognize right-of-use assets or lease liabilities on the Statement of Financial Position. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate.

The adoption of ASC 842 resulted in the recognition of right-to-use assets of $507,774 and operating lease liabilities of $507,774 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASC 842 did not have a material impact on the Organization's results of operations and cash flows.

See *Summary of Significant Accounting Policies, Leases,* for further discussion of the effects of adopting ASC 842 on the Organization's significant accounting policies.

ASU 2020-07, Contributed Nonfinancial Assets

In 2022, the Organization retrospectively adopted Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* The new guidance requires nonprofit entities to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. The standard also increases the disclosure requirements around contributed nonfinancial assets, including disaggregating by category the types of contributed nonfinancial assets a nonprofit entity has received. Adoption of this standard did not have a significant impact on the financial statements, with the exception of increased disclosure.

Principles of Consolidation

The consolidated financial statements include Waypoint and Child and Family Realty Corporation, commonly controlled organizations. All inter-organization transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as "the Organization".

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2021, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Grants Receivable

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

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts, and taking into consideration donor restrictions related to the treatment of investment earnings.

Beneficial Interest Held in Trusts

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of

maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2022 or 2021.

Leases

The Organization is a lessee in several noncancellable operating leases, for office space and equipment. The Organization determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Organization recognizes a lease liability and a right-of-use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate at the lease commencement date for all classes of underlying assets. The ROU asset is subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Organization has elected, for all underlying classes of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement, and do not include an option to purchase the underlying asset that the Organization is reasonably certain to exercise. The Organization recognizes lease costs associated with short-term leases on a straight-line basis over the lease term.

The Organization has lease agreements with lease and non-lease components, which are generally accounted for separately. The Organization has elected, for all underlying classes of assets, to account for each separate lease component of a contract and its associated non-lease components (repairs and maintenance) as a single lease component. For arrangements accounted for as a single lease component, there may be variability in future lease payments as the amount of the non-lease components is typically revised from one period to the next. These variable lease payments are recognized in operating expenses in the period in which the obligation for those payments was incurred.

Interest Rate Swap

An interest rate swap is utilized to mitigate interest rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

Net Assets

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

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

Revenue and Revenue Recognition

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

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

The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

Revenues derived from providing program services are recognized as the services are provided. Program service fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

Donated Services and In-Kind Contributions

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

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function.

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salary and benefits, which are allocated based on time and effort estimates, and occupancy costs and depreciation which are allocated based on personnel count at the location.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the

Organization's annual endowment transfer to support operations. Nonoperating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, and changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose.

Estimates

The preparation of consolidated financial statements in conformity with 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 consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash deposits with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the

asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

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

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

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

New Accounting Standards to be Adopted in the Future

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending December 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Financial assets at year end:		
Cash and cash equivalents	$ 712,445	$ 1,337,022
Restricted cash	76,756	74,103
Accounts receivable, net	801,732	650,657
Grants receivable	1,274,880	639,234
Investments	18,568,769	23,526,432
Beneficial interest held in trusts	2,020,741	2,202,347
Total financial assets	23,455,323	28,429,795
Less amounts not available to be used within one year:		
Restricted cash not available for general expenditure	76,756	74,103
Net assets with donor restrictions	5,692,660	6,886,644
Less:		
Net assets with purpose restrictions to be met in less than a year	(1,133,668)	(1,678,535)
Donor-restricted endowment subject to spending policy rate and appropriation	(73,998)	(120,230)
Board-designated endowment	14,896,850	18,842,135
Less:		
Board-designated endowment annual spending policy rate and appropriation	(868,594)	(541,770)
Total amounts not available to be used within one year	18,590,006	23,462,347
Financial assets available to meet general expenditures over the next year	$ 4,865,317	$ 4,967,448

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

The board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from the board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a $1,500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consisted of the following at December 31, 2022 and 2021:

	2022			2021		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Fees for service	$ 802,032	$ (300)	$ 801,732	$ 650,957	$ (300)	$ 650,657
Total	$ 802,032	$ (300)	$ 801,732	$ 650,957	$ (300)	$ 650,657

5. Prepaid Expenses

Prepaid expenses at year-end relate primarily to prepaid insurance and contracts.

6. Investments

Investments measured at fair value on a recurring basis consisted of mutual funds totaling $18,568,769 and $23,526,432 at December 31, 2022 and 2021, respectively. During 2022 and 2021, the Organization recognized $(4,596,536) and $2,490,181, respectively, of net gains and losses on investments. Of those amounts, $(4,596,536) and $2,490,181 was recognized on investments of equity securities held at December 31, 2022 and 2021, respectively.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is a percentage of the average total endowment value over the previous twelve quarters, with a 1% contingency margin. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near

term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following method to determine the fair value of its investments:

Mutual funds: Level 1 as determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of four funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending camp and for capital improvements to the camp, and to support the Early Supports and Services program based in the Stratham office. The fund's resolutions provide that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2022 and 2021, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was $1,152,876 and $1,112,493, respectively.

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

Trust	Percentage Interest	2022	2021
Greenleaf	100%	$ 335,096	$ 415,006
Spaulding	100%	300,889	380,406
Cogswell	50%	231,880	294,442
Total		$ 867,865	$ 1,089,854

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

8. Property and Equipment

Property and equipment was comprised of the following at December 31, 2022 and 2021:

	2022	2021
Land and land improvements	$ 958,884	$ 943,800
Buildings and improvements	10,995,856	7,376,874
Furniture, fixtures, and equipment	962,064	908,672
Vehicles	68,761	86,019
Software	503,924	503,924
Construction in progress	15,220	426,668
Assets held for sale (Camp Spaulding)	2,069,667	2,069,667
Subtotal	15,574,376	12,315,624
Less accumulated depreciation	(5,469,233)	(5,638,395)
Total	$ 10,105,143	$ 6,677,229

9. Line of Credit

The Organization has a $1,500,000 revolving line of credit agreement with a bank, which is payable on demand. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (7.5% at December 31, 2022), adjusted daily. At December 31, 2022 and 2021, there was no outstanding balance on this line of credit.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold $5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bondholders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2022 and 2021 is added to interest

expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2022 and 2021, the Organization recorded the swap liability position of $399,395 and $993,557, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2022, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

Year	Amount
2023	$ 175,000
2024	180,000
2025	195,000
2026	200,000
2027	205,000
Thereafter	2,575,167
Total	$ 3,530,167

11. Leases

The Organization rents property and equipment under non-cancelable operating lease agreements with monthly payments ranging from $1,430 to $3,229. The leases expire at various dates through October 2025.

While all agreements provide minimum lease payments, some include payments adjusted for inflation or variable common area maintenance charges. Variable payments are not determinable at the lease commencement and are not included in the measurement of lease assets and liabilities. The lease agreements do not include any material residual value guarantees or restrictive covenants.

The components of operating lease expense that are included in the Statement of Activities for the year ended December 31, 2022 were as follows:

Fixed lease cost	$ 176,300
Variable lease cost	57,396
Short-term lease cost	14,000
Total lease cost	$ 247,696

During the year ended December 31, 2022, the Organization had the following cash and non-cash activities related to operating leases:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows for operating leases	$ 176,600
Non-cash investing and financing activities:	
Lease assets obtained in exchange for lease liabilities:	
Operating leases	$ 507,774

Weighted average lease term and discount rate at December 31, 2022, were as follows:

Weighted average remaining lease term (years)	2.14
Weighted average discount rate	1.04%

Future payments due under operating leases as of December 31, 2022, were as follows for the years ending December 31:

2023	$ 178,096
2024	115,716
2025	45,900
Total lease payments	339,712
Less imputed interest	4,119
Present value of lease liabilities	$ 335,593

Rent expense, as previously defined under FASB ASC 840, for all operating leases was $227,552 for the year ended December 31, 2021.

12. Refundable Advances

Refundable advances totaling $443,742 and $660,937 at December 31, 2022 and 2021, respectively, primarily include grant funds received in advance from the New Hampshire Department of Health and Human Services for community-based voluntary services and American Rescue Plan Act funds. Revenues will be recognized as the conditions of the grants are met.

13. Deferred Loans - NHHFA

Deferred loans at December 31, 2022 and 2021 were comprised of the following:

Note payable to the New Hampshire Housing and Finance Authority (NHHFA) dated June 7, 2005. The face amount of the note is $550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance related to this note as of December 31, 2022 and 2021 totaled $33,336 and $32,102, respectively.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is $700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance as of December 31, 2022 and 2021 related to this note totaled $43,420 and $42,001, respectively.

14. Endowment Funds

Types of Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. The endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-Designated Endowment

As of December 31, 2022 and 2021, the Board of Trustees had designated $14,896,850 and $18,842,135 respectively, of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-Designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment,

(b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2022 or 2021.

Investment Policy

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

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

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

Spending Policy

The Organization's spending policy rate is a percentage of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

Changes in Endowment Net Assets

The net asset composition of endowment net assets as of December 31, 2022 and changes in endowment net assets for the year ended December 31, 2022 were as follows:

	Without Donor Restrictions	With Donor Restrictions				Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	
Endowment net assets, beginning of year	$ 18,842,135	$ 1,678,535	$ 1,327,161	$ 1,678,601	$ 4,684,297	$ 23,526,432
Contributions	-	-	-	71,249	71,249	71,249
Appropriations from endowment	(842,559)	-	(89,703)	-	(89,703)	(932,262)
Temporary appropriation for purpose-restricted net assets	544,867	(544,867)	-	-	(544,867)	-
Investment income, net	(3,647,593)	-	(449,057)	-	(449,057)	(4,096,650)
Endowment net assets, end of year	$ 14,896,850	$ 1,133,668	$ 788,401	$ 1,749,850	$ 3,671,919	$ 18,568,769

The net asset composition of endowment net assets as of December 31, 2021 and changes in endowment net assets for the year ended December 31, 2021 were as follows:

	Without Donor Restrictions	With Donor Restrictions				Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted	Total	
Endowment net assets, beginning of year	$ 18,612,885	$ -	$ 1,050,689	$ 1,678,601	$ 2,729,290	$ 21,342,175
Contributions	-	-	-	-	-	-
Appropriations from endowment	(643,173)	-	(54,112)	-	(54,112)	(697,285)
Temporary appropriation for purpose-restricted net assets	(1,678,535)	1,678,535	-	-	1,678,535	-
Investment income, net	2,550,958	-	330,584	-	330,584	2,881,542
Endowment net assets, end of year	$ 18,842,135	$ 1,678,535	$ 1,327,161	$ 1,678,601	$ 4,684,297	$ 23,526,432

15. Net Assets

Net Assets Without Donor Restrictions

Net assets without donor restrictions were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Undesignated net assets	$ 6,588,866	$ 2,077,510
Board-designated endowment	14,896,850	18,842,135
Total	$ 21,485,716	$ 20,919,645

Net Assets With Donor Restrictions

Net assets with donor restrictions were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Subject to expenditure for specified purpose:		
Camp	$ 59,441	$ 88,373
Family preservation	77,825	30,273
Family resource center	236,029	146,872
Homecare	151,410	183,474
Staff training and other projects	12,544	110,841
Teen and youth	581,804	1,091,207
The Children's Place	14,615	27,495
	1,133,668	1,678,535
Accumulated earnings restricted by donors for:		
General operations	158,281	252,088
Camp operations	252,769	422,315
Other purposes	377,351	652,758
	788,401	1,327,161
Original gift restricted by donors for:		
General operations	136,532	133,407
Camp operations	548,183	548,183
Other purposes	1,065,135	997,011
	1,749,850	1,678,601
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	2,020,741	2,202,347
Total	$ 5,692,660	$ 6,886,644

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31, 2022 and 2021:

	2022	2021
Satisfaction of purpose restrictions:		
Camp	$ 46,947	$ 7,969
Family preservation	233,742	37,476
Family resource center	234,362	142,366
Homecare	339,340	149,511
Staff training and other projects	150,258	44,981
Teen and youth	1,918,666	115,589
The Children's Place	42,806	42,559
	2,966,121	540,451
Restricted purpose spending-rate distributions and appropriations:		
General operations	15,259	14,100
Other purposes	74,444	40,012
	89,703	54,112
Total	$ 3,055,824	$ 594,563

16. Contributed Nonfinancial Assets

The Organization received the following contributions of nonfinancial assets for the years ended December 31, 2022 and 2021:

	Revenue Recognized 2022	Revenue Recognized 2021	Utilization in Programs/Activities	Valuation Techniques and Inputs
Food	$ 27,599	$ 22,738	Family Preservation, Homecare, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Supplies	11,751	9,480	Administration, Family Preservation, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Storage	297	-	Teen & Youth Services	Valued at the estimated fair value based on current rates for similar storage space.
Clothing	4,055	1,482	Family Preservation, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Toys	777	-	Family Preservation	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Services	4,057	-	Family Preservation	Contributed professional services are valued at the estimated fair value based on current rates for similar services.
Total	$ 48,536	$ 33,700		

There were no associated donor restrictions with the above contributed nonfinancial assets.

17. Assistance to Individuals

Assistance to individuals was comprised of the following for the years ended December 31, 2022 and 2021:

	2022	2021
Payment to parents of foster children	$ 79,831	$ 112,950
Housing assistance to youth at risk of homelessness	259,436	242,386
Gift cards provided to families during holiday season	50,000	51,000
Food for at risk youth	36,872	25,914
In kind assistances	48,536	33,700
Other assistance such as medical, childcare, transportation, and family activities	676,130	435,594
Total	$ 1,150,805	$ 901,544

18. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. Contributions made to the plan by the Organization for the years ended December 31, 2022 and 2021 totaled $121,399 and $101,614, respectively.

19. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Trustees. The attorney board member does not personally perform the legal services. For the years ended December 31, 2022 and 2021, the total legal expense from related parties was $10,190 and $13,989, respectively.

20. Concentration of Risk

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

21. Transfer of Assets - Richie McFarland Children's Center

On January 1, 2022, the State of New Hampshire certified the merger of the Organization with the Richie McFarland Children's Center (the Center). The agreement called for all the related assets and liabilities of the Center to be merged entirely into the Organization. This agreement allowed the Organization to expand various child service program offerings throughout the eastern side of the State of New Hampshire.

The Organization recognized the following assets and liabilities on the acquisition date (January 1, 2022):

Assets:		
Cash	$	1,128,199
Accounts receivable		83,635
Prepaid expenses		5,845
Beneficial interest held in trusts		232,247
Property and equipment		1,100,000
Total Assets	$	2,549,926
Liabilities:		
Accounts payable	$	2,782
Accrued payroll and related liabilities		25,341
Total Liabilities	$	28,123
Net Assets:		
Net assets without donor restrictions	$	2,289,556
Net assets with donor restrictions		232,247
Total Net Assets	$	2,521,803

22. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. During 2022, the Organization reviewed and updated its program classifications to align to the current operations of the Organization. The update resulted in a change in the allocation of certain expenses. The Organization determined the appropriate response to the change was to recalculate and reclassify 2021 allocations using the current year methodology. The reclassifications had no impact on previously reported net assets.

23. Subsequent Events

Subsequent events have been evaluated through May 10, 2023, the date the consolidated financial statements were available to be issued.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2022

	Family Preservation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2022 Total
Salaries and wages	$ 2,933,799	$ 3,187,125	$ 1,135,714	$ 1,385,070	$ 127,338	$ -	$ 8,769,046	$ 1,441,503	$ 508,864	$ 10,719,413
Employee benefits	505,008	481,385	174,838	158,266	4,709	-	1,324,206	156,284	44,810	1,525,300
Retirement plan	29,154	39,168	11,168	10,704	1,840	-	92,034	20,467	8,898	121,399
Payroll taxes and other	298,323	323,621	107,985	134,635	9,505	-	874,069	112,764	39,253	1,026,086
Mileage reimbursement	197,673	93,924	26,602	41,762	185	-	360,146	9,703	1,747	371,596
Contracted services	35,039	222,122	339,713	9,155	42,550	-	648,579	370,654	160,215	1,179,448
Accounting	-	-	75	-	-	-	75	51,055	-	51,130
Assistance to individuals	324,486	374,691	400,529	349	-	16	1,100,071	717	50,017	1,150,805
Communications	63,406	51,845	50,477	17,468	1,136	12	184,344	32,935	12,811	230,090
Conferences, conventions, meetings	20,785	48,452	6,601	1,868	8,183	46,929	132,818	49,868	2,628	185,314
Depreciation	59,324	100,813	110,886	48,113	1,579	-	320,715	170,620	8,600	499,935
Insurance	30,297	22,469	22,800	3,272	713	-	79,551	15,794	2,532	97,877
Interest	44,070	74,891	67,022	35,742	1,173	-	222,898	22,106	6,388	251,392
Legal	-	1,656	-	-	-	388	2,044	16,617	-	18,661
Membership dues	825	7,870	13,656	5,704	50	-	28,105	26,169	2,437	56,711
Miscellaneous	9,455	21,098	6,366	1,156	-	-	38,075	34,413	8,675	81,163
Occupancy	242,992	148,368	285,994	50,155	1,259	4,229	732,997	54,952	11,895	799,844
Printing and publications	4,873	17,729	4,446	267	2,373	-	29,688	29,232	67,493	126,413
Rental and equipment maintenance	79,252	26,162	50,974	1,341	37	-	157,766	174,987	8,806	341,559
Supplies	23,140	62,896	50,656	6,989	134	77	143,892	12,963	2,740	159,595
Travel	3,534	4,195	12,819	65	5	-	20,618	13,017	10	33,645
Total	$ 4,905,435	$ 5,310,480	$ 2,879,321	$ 1,912,081	$ 202,769	$ 51,651	$ 15,261,737	$ 2,816,820	$ 948,819	$ 19,027,376

See Independent Auditor's Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2021

	Family Preservation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2021 Total
Salaries and wages	$ 2,978,149	$ 2,456,195	$ 898,837	$ 1,503,164	$ 127,284	$ -	$ 7,963,629	$ 1,305,839	$ 380,802	$ 9,650,270
Employee benefits	431,539	345,908	151,351	169,647	4,064	-	1,102,509	142,701	25,691	1,270,901
Retirement plan	22,971	22,722	8,334	6,321	2,119	-	62,467	33,340	5,807	101,614
Payroll taxes and other	288,915	244,674	86,915	155,905	9,485	-	785,894	69,615	29,747	885,256
Mileage reimbursement	130,106	35,970	20,697	46,632	-	-	233,405	3,250	18	236,673
Contracted services	42,954	324,479	518,896	3,177	14,700	1,488	905,694	314,483	89,140	1,309,317
Accounting	-	75	-	-	-	-	75	35,305	-	35,380
Assistance to individuals	237,092	237,041	367,522	175	-	6,481	848,311	233	53,000	901,544
Communications	65,065	51,158	39,507	11,083	1,358	10	168,181	34,673	9,827	212,681
Conferences, conventions, meetings	15,296	48,188	2,745	638	1,834	-	68,701	27,937	4,189	100,827
Depreciation	48,057	85,009	114,362	13,857	4,128	-	265,413	185,336	7,960	458,709
Insurance	16,096	14,857	15,198	2,235	551	-	48,937	14,071	1,570	64,578
Interest	40,260	71,217	75,497	11,609	3,458	-	202,041	24,699	6,669	233,409
Legal	-	-	-	-	-	-	-	12,543	-	12,543
Membership dues	986	7,295	11,447	5,363	50	-	25,141	32,379	3,382	60,902
Miscellaneous	2,878	1,084	6,089	1,320	-	-	11,371	35,039	14,186	60,596
Occupancy	195,534	169,810	177,112	22,211	3,023	2,263	569,953	79,464	18,410	667,827
Printing and publications	4,714	12,627	945	1,228	227	-	19,741	12,631	38,481	70,853
Rental and equipment maintenance	58,792	25,045	6,617	272	-	-	90,726	144,596	12,362	247,684
Supplies	26,321	40,422	34,421	4,849	355	40	106,408	14,790	2,255	123,453
Travel	1,346	772	7,376	95	-	-	9,589	10,909	-	20,498
Total	$ 4,607,071	$ 4,194,548	$ 2,543,868	$ 1,959,781	$ 172,636	$ 10,282	$ 13,488,186	$ 2,533,833	$ 703,496	$ 16,725,515

See Independent Auditor's Report.

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2022

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Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Waypoint, ***formerly Child and Family Services of New Hampshire***
Manchester, NH — December 2013- Present

~ President and CEO

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

Riverside Community Care
Dedham, MA — 2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.
Cambridge, MA — 1998 - 2009

~ Chief Operating Officer — 2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain — 1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain 1991 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico
Madrid, Spain 1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain 1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management
Boston, MA 1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business
University of Massachusetts, Lowell, 2000.
Master's Degree in Education
Counseling Psychology Program. Boston University, 1989.
B.A. in Clinical Psychology
Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

2009 Ayers,S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) ,*Social Worker's Desk Reference* (2nd ed.),New York: Oxford University Press, 2009

2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.

2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.

2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. Handbook of Community Based Clinical Practice. Oxford University Press, 2006, England.

2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) A System of Care for Children's Mental Health: Expanding the Research Base (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.

1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

[redacted]

CHIEF OPERATING OFFICER

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present
Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

Chief Operating Officer
- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017
Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

Vice President, Operations & Quality Control
- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016
Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

Principal
Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.
- Led an 18-month comprehensive change initiative that:
  - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a $55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

CAREER NOTE: Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005
Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

Acting Executive Director & Chief Operating Officer
Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and $13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000
Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

Statewide Director
Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded $1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

EDUCATION

Doctorate in Human and Organizational Systems
Master of Arts in Human Development
Fielding Graduate University, Santa Barbara, California

Master of Arts/CAGS in Rehabilitation Counseling
Bachelor of Arts in Psychology and Philosophy
Assumption College, Worcester, Massachusetts

CARYN LEMAY

EDUCATION:

EMMANUEL COLLEGE, BOSTON, MASSACHUSETTS
BACHELOR OF ARTS DEGREE IN SOCIOLOGY AND PSYCHOLOGY MAY 1996

WORK EXPERIENCE:

OCTOBER 1999 - CURRENT

WAYPOINT, MANCHESTER, NH

Home Based Program Director (2019-CURRENT)

- Responsible for all operations of programs assigned, including all staffing issues, financial obligations and services provided; including monitoring all program budgets ensuring productivity requirements are met.
- Regularly supports the agency mission within the community and the interrelatedness of programs that the agency offers.

Home Based Program Manager (2011-2019)

- Responsible for the management of the day-to-day operations and administration of the home based programs for ISO-IHB-Foster Care
- Ensure essential clinical treatment functions are carried out, documented, and are appropriately supervised and monitored.
- Responsible for generating and managing referrals; maintaining appropriate staffing levels; monitoring and responding to staff productivity levels; quality assurance activities; and budget monitoring.
- Regularly represent the program and the agency in the community and with referral sources.

Integrated Home Based Program (IHB) Program Supervisor (January 2009-2011)

- Responsible for the daily operations of a state-wide intensive home-based program that serves court ordered youth and their families.
- Oversight of eight persons and directly provide case supervision to four case workers.
- Responsible for hiring, training and evaluating all case workers.
- Responsible for assuring that the state therapeutic standards are met and or exceeded for each youth and family served.
- Represent the program and the agency in the community and with contract agencies.

Integrated Home Based Program (IHB) Senior Case Worker (2001-2009)

- Completed all duties of a case worker as well as provided weekly supervision to twelve caseworkers.
- Responsible for hiring, training and evaluating all case workers.

Integrated Home Based Program (IHB) Case Worker (1999-2001)

- Works as part of an integrated home-based team with court ordered youth and their families through child protection and juvenile justice referrals in order to keep youth at home and as a part of their community.
- Conducts visits with youth and their family in both home and community settings in order to carry out treatment plan goals.
- Provide 24-hour crisis intervention services.
- Monitor youth's compliance with court orders.
- Communicates with multidisciplinary team members to coordinate care.

JANUARY 1997-NOVEMBER 1999

STATE OF NEW HAMPSHIRE, CONCORD, NH

Counselor

- Responsible for providing a safe, secure, and healthy environment for detained adolescents.
- Maintain facility security and present educational, recreational, and social instruction.

- Document and evaluate daily behavior of residents regarding relationships with peers, self-maintenance, with staff, and self- control.
- Assisted Intake Coordinator fielding calls for placement of adolescents.
- Facilitated weekly anger management groups among peers.

JULY 1996-JANUARY 1997 ***ST. PETER'S DAY HOME, MANCHESTER, NH***

Teacher

- Responsible for planning, scheduling, and evaluating a kindergarten class of 15 – 20 children. Meet daily with parents regarding student progress.

REFERENCES: AVAILABLE UPON REQUEST

Waypoint
Key Personnel

Name	Title	Salary	% charged to this Grant
Borja Alvarez de Toledo	CEO	190,008	0
Colleen Ives	COO	146,058	0
Caryn Lemay	Director	92,560	30%

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

November 18, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to amend an existing contract with Waypoint to provide case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Division for Children, Youth, and Families (DCYF), with no change to the price limitation of $19,895,531 and no change to the contract completion date of June 30, 2024, effective November 18, 2021, or upon Governor and Council approval, whichever is later.

The original contracts were approved by Governor and Council on November 18, 2020, item #22.

EXPLANATION

The purpose of this request is to continue the Contractor's ability to provide support, case management, and service coordination for high-risk families by modifying the payment terms to allow payment for ongoing operating costs on a cost reimbursement basis. Payment will only be made for incurred operating costs not covered by the daily rate. This amendment will not increase the total price limitation and will allow the Contractor to continue to operate to fidelity while enrollment numbers continue to increase to a stable point that is sustainable by the daily rate.

Approximately 4,000 families will be served from January 1, 2021, to June 30, 2024.

The Contractor provides services to families who were recently assessed by Division for Children, Youth and Families for an allegation of abuse or neglect and were scored as being at high or very high-risk of future Division for Children, Youth and Families involvement as part of their Child Protection Services (CPS) risk assessment tool. Additionally, the Contractors provide services to clients utilizing the Solution-Based Casework and Motivational Interviewing models with a focus on the following priorities:

- Working in partnership with families.
- Focusing on family progress.
- Focusing on programmatic solutions to difficult family experiences.
- Celebrating family progress.

Should the Governor and Executive Council not authorize this request, the Contractor will not have the funding available to sustain services high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Division for Children, Youth, and Families.

Respectfully submitted,

on behalf of Commissioner Shibinette

Lori A. Shibinette
Commissioner

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

This Amendment to the Community-Based Voluntary Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Waypoint ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2020, (Item #22), 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, and Exhibit A, Revisions to Standard Contract Provisions, Subsection 3.3, 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 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. Modify Exhibit C, Payment Terms, by renumbering Sections 7 through 12, and all references thereto, as Sections 8 through 13, and adding the following Section after Section 6, to read:

   7. Operating Costs

      7.1. Payment for costs incurred in excess of payment for the daily rate specified in Subsection 5.1 above and that are necessary for operating services in Exhibit B, Section 2, Statement of Work, Phase 1 Referral and Engagement, Family Stabilization, Service Planning, Statement of Work, shall be on a cost reimbursement basis for actual expenditures, in accordance with the approved line items specified in Exhibit C-1, Budget, and shall not exceed the amount of $979,675.99.

      7.2. The Contractor shall submit an invoice in a form satisfactory to the Department by the twenty fifth (25th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

   8. Add Exhibit C-1, Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective November 18, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

11/17/2021
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DE81C6FE438...
Name: Joseph E. Ribsam, Jr.
Title: Director

Waypoint

11/10/2021
Date

DocuSigned by:
Borja Alvarez de Toledo
2E5DA7B4D6F40D...
Name: Borja Alvarez de Toledo
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/17/2021
Date

DocuSigned by:
J. Christopher Marshall
D50D4536B0D4402...
Name: J. Christopher Marshall
Title: Assistant Attorney General

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:

New Hampshire Department of Health and Human Services

Contractor Name: Waypoint

Project Title: Community Based Voluntary Services

Budget Period: 07/01/21 - 6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 711,146.00	$ -	$ 711,146.00	$ -	$ -	$ -	$ 711,146.00	$ -	$ 711,146.00
2. Employee Benefits	$ 163,563.58	$ -	$ 163,563.58	$ -	$ -	$ -	$ 163,563.58	$ -	$ 163,563.58
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other : G&M	$ 104,966.41	$ -	$ 104,966.41	$ -	$ -	$ -	$ 104,966.41	$ -	$ 104,966.41
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 979,676.99	$ -	$ 979,676.99	$ -	$ -	$ -	$ 979,676.99	$ -	$ 979,676.99

Indirect As A Percent of Direct 0.0%

Contractor Initials BAT

Date 11/18/2021

22 mw

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

October 20, 2020

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

REQUESTED ACTION

Action 1: Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into contracts with the vendors listed below in an amount not to exceed $22,140,059 to provide case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Division for Children, Youth, and Families (DCYF), with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2024. 100% General Funds.

Action 2: Further authorize an advance payment in the amount of $3,154,971 to the vendors listed below, in accordance with the terms of the contracts, effective upon Governor and Executive Council approval. 100% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Waypoint Manchester, NH	17766-B002	Claremont, Concord, Conway, Keene, Laconia, Manchester, Rochester, Seacoast, Southern	$19,895,531
The Family Resource Center at Gorham Gorham, NH	162412-B001	Berlin and Littleton	$2,244,528
		Total:	**$22,140,059**

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Prog Svc	42105893	$4,409,446
2022	644/504195	Contracts for Prog Svc	42105893	$5,671,271
2023	644/504195	Contracts for Prog Svc	42105893	$6,029,671
2024	644/504195	Contracts for Prog Svc	42105893	$6,029,671
			Total	$22,140,059

EXPLANATION

The purpose of this request is for the Contractors to provide support, case management, and service coordination for high-risk families to strengthen family protective factors, keep children safe; and prevent the need for subsequent involvement with the Department's Division for Children, Youth and Families (DCYF).

One of DCYF's goals is to prevent families who come to the attention of the Division from requiring future DCYF intervention. Today, many of the families who receive a Child Protective Services (CPS) assessment (i.e., investigation) for child abuse/neglect return to DCYF for further intervention. A recent analysis[1] found that 32% of all families assessed by DCYF in calendar year 2017 returned to DCYF for a subsequent assessment within 12 months (and 40% returned within 18 months). This rate is higher for families assessed to be at high- or very high-risk for subsequent involvement using an actuarial risk assessment tool, rising to 45% and 54% for 12 and 18 months respectively. This cycle of recurrence suggests families' underlying needs and challenges linked to child abuse/neglect are not being sufficiently addressed.

However, until recently, DCYF has been unable to provide supports and services to prevent recurrence to many of the families that could benefit most. Traditionally, DCYF has assessed many families but provided ongoing services to a small few. This is because – prior to the reintroduction of voluntary services by the legislature in SFY2018 – DCYF was only allowed to provide ongoing case management and home-based services to families after an assessment if they received a legal finding of child abuse or neglect. But, due to the relatively stringent legal requirements necessary to obtain a court-finding in New Hampshire, many families who are at-risk of future maltreatment have their assessments closed without findings and do not receive ongoing services. As a result, families often need to experience another crisis, and need to re-enter the DCYF system to receive services that strengthen families, enable children to remain safely at home, and prevent future DCYF involvement. DCYF seeks to break this cycle of recurrence by significantly expanding the number of families who receive services on a voluntary basis, focusing on the highest-risk families.

The Contractors will provide a community-based voluntary services program (CB-VS) that will serve these high-risk families who need additional support to prevent future DCYF involvement. After meeting any immediate family needs and developing a service plan, CB-VS providers will help families build and maintain bridges to other parenting, economic, or behavioral/mental health services to address underlying needs, strengthen protective factors, and promote family well-being. The overall outcome goal of CB-VS is to safely prevent families from requiring DCYF intervention in the future.

Approximately 4,000 families will be served from January 1, 2021 to June 30, 2024.

The Contractors will provide services to families who/whom were recently assessed by DCYF for an allegation of abuse or neglect and as part of their CPS assessment were scored as being at high/very high-risk of future DCYF involvement using an actuarial risk assessment tool. Additionally, the Contractors will provide services to clients utilizing the Solution-Based Casework and Motivational Interviewing models with a focus on the following priorities:

- Working in partnership with families
- Focusing on family progress
- Focusing on programmatic solutions to difficult family experiences
- Celebrating family progress

Contractors will provide CB-VS services in two phases:

Phase 1: Referral and Engagement, Family Stabilization, Service Planning

Referral and Engagement: The Contractors will orient the family to the CB-VS and build a rapport so the family will be willing to receive family stabilization supports and participate in service planning.

Family Stabilization: The Contractors will address immediate needs of the family, emphasizing what needs may make it difficult to establish family engagement. Immediate needs include but are not limited to: unstable housing, lack of consistent transportation, inadequate or lack of health insurance, discontinuation of state benefits, health concerns, and hospitalizations.

Service Planning: The Contractors will develop an initial service plan that reflects the goals and perspectives of the family, and the needs identified by the assessment tool.

Phase 2: Service Management, Transition and Closure

Service Management: The Contractors will meet the family's needs and achieve the goals identified in the service plan.

Transition and Closure: Contractors will assess when ongoing case management supports are no longer needed, and develop a plan with the family to transition out of CB-VS and into existing community based supports.

The Department will monitor contracted services using the following performance measures:

	Service Activity:	Key performance metrics:
Phase 1	A.Referral & engagement	• % of referred families who enroll in CB-VS • % of referred families who receive face-to-face meeting within 3 days of referral
	B.Family stabilization	• % of families that are stabilized within the first 30 days
	C.Service planning	• % of families with a case plan within the first 30 days
Phase 2	D.Service management	• Median # of days from initial assessment to enrollment in additional supports and services • % of families who are accessing DCYF paid home-based services • % of families who meet their service plan goals
	E. Transition & closure	• % of families who are successfully established in ongoing supports • % of families who see improvement in assessment tool (to be specified by DCYF) • Family satisfaction with CB-VS (e.g., Net Promoter Score)
Outcomes	% of families referred to CB-VS ** • who have a substantiated allegation of maltreatment within 6 months of the referral date • who have a subsequent assessment (investigation) 6 and 12 months after CB-VS discharge	

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 4/16/2019 through 6/14/2020. The Department received sixteen (16) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions Section 1.1., of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request DCYF will be unable to meet the needs of high risk families who come to DCYF's attention, which would perpetuate a system which is unable to break proactively intervene to prevent child abuse and neglect.

Areas served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

Community-Based Voluntary Services
RFP Name

RFP-2021-DCYF-03-COMMU
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Big Brother Big Sisters of New Hampshire	N/A	100	39
2. Mountain View Counseling	N/A	100	47
3. Easter Seals New Hampshire, Inc.	N/A	100	64
4. Neurodevelopmental Institute of New Hampshire, LLC	N/A	100	64
5. Community Action Partnership of Strafford County	N/A	100	69
6. Family Resource Center at Gorham	N/A	100	85
7. Seacoast Youth Services	N/A	100	71
8. Home Based Collaborative Family Counseling	N/A	100	74
9. Ascentria Community Services, Inc.	N/A	100	75
10. Greater Tilton Family Area Family Resource Center	N/A	100	76
11. Spaulding Youth Center	N/A	100	77

Reviewer Names

1. Athena Cote
2. Cortney Levesque
3. Daryl Tenney
4. Geraldo Pilarski
5. Joseph Ribsam
6. Kati Giovanditto
7. Kristi Hart
8. Marti Ilg
9. Patrick Parkinson
10.
11.
12.
13.

12.	VNA at HCS, Inc.	N/A	100	79	14.
13.	Northeast Family Services of New Hampshire, Inc.	N/A	100	82	15.
15.	Beacon Health Options	N/A	100	87	16.
16.	Waypoint	N/A	100	89	17.
16.	TLC Family Resource Center	N/A	100	70	18.

Subject: Community-Based Voluntary Services (RFP-2021-DCYF-03-COMMU-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut Street Manchester, NH, 03105	
1.5 Contractor Phone Number (603) 518-4000	1.6 Account Number 05-095-042-421010-29580000	1.7 Completion Date June 30, 2024	1.8 Price Limitation $19,895,531
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Borja Alvarez De Toledo Date: 10/14/2020		1.12 Name and Title of Contractor Signatory Borja Alvarez De Toledo President and CEO	
1.13 State Agency Signature Joseph E. Ribsam, Jr. Date: 10/15/2020		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 10/19/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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REVISIONS TO STANDARD CONTRACT PROVISIONS

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

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

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

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

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

EXHIBIT B

Scope of Services

1. **Key Definitions**

   1.1. **Date of Referral**: Shall be defined as "the date in which the referral is made". The referral date should correspond with the "Begin date of services", indicated on the Division of Children Youth and Families (DCYF) Service Authorization Form.

   1.2. **Days**: Shall be defined as a complete "overnight", calendar days, and shall include Saturday, Sundays and Holidays.

   1.3. **Face-to-Face**: Shall be defined as the first face-to-face interaction following the Date of Referral in which a provider begins working with the families to deliver Community-Based Voluntary Services (CB-VS). Face-to-Face shall further be defined as in-person interactions; however, DCYF reserves the right to adjust the definition, with a thirty (30) day written or verbal notice to the Contractor agency.

   1.4. **Open Case**: Open case shall be defined as any case opened to DCYF, including assessment, voluntary case, court case with focus on the family served by CB-VS.

2. **Statement of Work**

   2.1. The Contractor shall ensure Community Based-Voluntary Services are available in towns covered by the Claremont, Concord, Conway, Keene, Laconia, Manchester, Rochester, Seacoast, Southern (+telework) CPS District offices of Division for Children Youth and Families. DCYF anticipated to refer from these sources the following number of families in year State Fiscal Year:

      2.1.1. From start of contract to end of SFY21: 600 families

      2.1.2. SFY22: 960 families

      2.1.3. SFY23: 960 families

      2.1.4. SFY24: 960 families

   2.2. The Contractor shall provide case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with DCYF.

   2.3. The Contractor shall provide services described in this agreement to families who/whom:

      2.3.1. Were recently assessed by DCYF for an allegation of abuse or neglect,

      2.3.2. As part of their CPS assessment, were scored as being at high/very high-risk of future DCYF involvement using an actuarial risk assessment tool,

2.3.3. Did not receive a court finding of abuse/neglect as a result of their DCYF assessment, and

2.3.4. Could benefit from additional supports and be safely served in the community.

2.4. The Department reserves the right to refer other families to ensure adequate caseloads.

2.5. All referrals shall be accepted by the Contractor regardless of any other circumstances.

2.6. The Contractor shall provide services to clients utilizing the Solution-Based Casework and Motivational Interviewing models.

2.7. The Contractor shall provide services in a manner that includes, but is not limited to, the following priorities:

2.7.1.. Prioritizing working in partnership with families

2.7.2. Focusing on family progress

2.7.3. Focusing on programmatic solutions to difficult family experiences

2.7.4. Celebrating family progress

2.8. The Contractor shall ensure all families receive referral and engagement, family stabilization and service planning activities within thirty (30) days of referral.

2.9. The Contractor shall embed within the local District Office on a semi-regular basis to provide in-person consultation to DCYF field service staff as needed.

2.10. The Contractor shall develop and maintain records on each family, log contact and interactions for each family, and maintain documentation of service plans. They will also maintain up-to-date family information, including contact information and service history.

Phase 1: Referral and Engagement, Family Stabilization, Service Planning

2.11. **Referral and Engagement**: The Contractor shall orient family to the CB-VS (Community–Based Voluntary Service) and build a rapport so the family will be willing to receive family stabilization supports and participate in service planning.

2.11.1. The Contractor shall participate in a warm handoff with the Department assessment worker to introduce the family and ensure a seamless transition from the Department assessment to CB-VS.

2.11.2. The Contractor shall utilize an assessment tool specified by the Department.

2.11.3. The Contractor shall collect basic family information, including but not limited to:

2.11.3.1. Address and Phone number

2.11.3.2. Demographic information including but not limited to: Race, Age of clients, Number of children in the home, Gender of primary care giver(s)

2.11.4. The Contractor shall process and make initial contact with families within three (3) days of receiving DCYF referral.

2.11.4.1. Referral days shall be defined as indicated in Section 1.1., and Section 1.2 shall conclude on the close of business on the third (3rd) day. For example, families referred on Friday, 10/2/20 at 3:00 p.m. would have until close of business on Monday 10/05/20 to establish initial contact.

2.11.4.2. The Contractor shall maintain the ability to dictate staffing patterns that most appropriately align with this scope of work.

2.11.5. The Contractor shall ensure that families who have disengaged from the program remain connected with the services through persistent follow up including but not limited to: Flexible scheduling and rescheduling, Telephone Correspondence, Digital and personal interactions

2.11.6. The Contractor shall develop referral form in collaboration with the Department.

2.12. **Family Stabilization**: The Contractor shall address immediate needs of the family, emphasizing what needs may make it difficult to establish family engagement. Immediate needs include but are not limited to: Unstable housing, Lack of consistent transportation, Inadequate or lack of health insurance, Discontinuation of state benefits, Health concerns, such as lice outbreaks and bedbugs, hospitalizations,

2.12.1. The Contractor shall develop with the family a near-term plan and address any immediate needs.

2.12.2. The Contractor shall facilitate purchases for the family to address immediate needs, including but not limited to: Lice Treatment, Household items, Cleanup expenses, Gas cards, Items for children.

2.13. **Service Planning**: The Contractor shall develop an initial service plan that reflects the goals and perspectives of the family, the provider worker assigned to support the family and the needs identified by the assessment tool.

2.13.1. The Contractor shall utilize an assessment tool, determined by the Department to understand the needs of the family and identify opportunities to reduce the rate of subsequent DCYF involvement.

2.13.2. The Contractor shall complete all assessments within thirty (30) days, or within Phase 1, as appropriate for family needs.

2.13.3. The Contractor shall support the families in identifying goals for their time in and after the service is complete and identify and prioritize needs and challenges.

2.13.4. The Contractor shall develop an initial service plan in collaboration with the family.

2.13.5. The Contractor shall collaborate with the Department to develop the service plan.

2.13.6. The Contractor shall utilize Department provided criteria, completed assessments, professional judgement, and families input to identify if DCYF-paid, home based services are required.

2.13.7. The Contractor shall verify and update any family information relevant to preparation of Phase 2, as indicated in Section 2.11.3., including but not limited to: Ensuring basic demographic information is up to date, adjusting meeting frequency, duration and times as needed

Phase 2: Service Management, Transition and Closure

2.14. **Service Management:** The Contractor shall meet the family's needs and achieve the goals identified in the service plan.

2.14.1. The Contractor shall ensure the needs of the family are met and the goals identified in the service plan are met.

2.14.2. The Contractor shall implement the service plan, coordinate critical services with parents, children and youth, including but not limited to:

2.14.2.1. Providing service coordination and system navigation

2.14.2.2. Referring and connecting families to community-based service providers, including but not limited to: Mental Health, behavioral Health, concrete supports and services, DCYF-paid home-based services

2.14.3. The Contractor shall utilize flexible funding, where applicable, to facilitate purchase to help the family successfully access supports and services.

2.14.4. The Contractor shall pre-plan for formal transition from CB-VS services, including for instances where the family has only received minimal service management.

Other requirements

2.15. The Contractor shall obtain, at their expense, a Criminal Background Check for all staff, including volunteers, providing direct services to clients under the contract.

2.16. The Contractor shall ensure staff have no convictions for the following crimes:

2.16.1. A felony for child abuse or neglect, spousal abuse, and any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;

2.16.2. A violent or sexually related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; and

2.16.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(s0)(A)(ii).

2.17. The Contractor shall report to DCYF Central Intake any suspicion of child abuse or neglect.

3. **Exhibits Incorporated**

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

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

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

4. **Reporting Requirements**

4.1. The Contractor shall submit monthly reports, which include, but are not limited to: Data to support performance improvement activities.

4.2. The Department reserves the right to request and the Contractor agency shall provide information on the following: What families benefited from flexible fund purchases, how much was spent per family (both average and individual families), and what the flexible funding money was spent on.

4.3. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

4.4. The Department reserves the right to request service plan and other documentation, as indicated in Section 2.13, to comply with federal requirements upon request.

5. **Performance Measures and Performance Metrics**

5.1. In order for the Department to monitor Contractor performance, the Contractor and the Department shall hold monthly provider meetings focused on performance topics including but not limited to: persistent follow-up on referrals, service completion, use of home-based services, long-term program outcomes, and equitable service delivery.

5.2. The Contractor shall monitor the Contractor's performance by using the following performance metrics:

EXHIBIT B

Service Activity:		Key performance metrics:
Phase 1:	A. Referral & engagement	• % of referred families who enroll in CB-VS • % of referred families who receive face-to-face meeting within 3 days of referral
	B. Family stabilization	• % of families in crisis that are stabilized within the first 30 days
	C. Service planning	• % of families with a case plan within the first 30 days
Phase 2:	D. Service management	• Median # of days from initial assessment to enrollment in additional supports and services • % of families who are accessing DCYF paid home-based services • % of families who meet their service plan goals
	E. Transition & closure	• % of families who are successfully established in ongoing supports • % of families who see improvement in assessment tool (to be specified by DCYF) • Family satisfaction with CB-VS (e.g., Net Promoter Score)
Outcomes:	% of families referred to CB-VS ** • who have a substantiated allegation of maltreatment within 6 months of the referral date • who have a subsequent assessment (investigation) 6 and 12 months after CB-VS discharge	

** Six (6) month time period will be calculated based on consecutive "overnights" and shall conclude on the close of business on the last day of the six (6) month period.

5.3. Additional Key output and process metrics:

- # of families currently enrolled in CB-VS and % of CB-VS slots currently used
- # of families that are offered CB-VS and % of offered families who decide to receive CB-VS
- # of families who receive a warm handoff to the CB-VS provider
- # of referrals, including the number in the defined target population and % of referrals in the CB-VS defined target population
- # of enrollees, including the number in the defined target population and % of enrollees in the CB-VS defined target population
- # of days from DCYF assessment start date to referral date
- # of days from referral date to first face-to-face meeting
- # of days from first face-to-face meeting to family stabilization date
- # of days from first face-to-face meeting to initial service plan finalization date
- # of days from service management start date to service management end date
- # of days from service management start date to service goal 1, 2,..., etc. achieved date
- # of days from transition start date to closure date
- % of clients who respond to Net Promoter survey

5.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

5.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

5.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5.7. The Department reserves the right to evaluate the program for effectiveness of service delivered during the duration of the contract.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

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

6.2.1. The Contractor shall submit, within ten (10) days of the Contract 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.

6.3. Credits and Copyright Ownership

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

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

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

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

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

7. **Records**

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

7.1.1. 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.

7.1.2. 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.

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

7.1.4. Medical records on each patient/recipient of services.

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

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds, and as applicable as federal funding is anticipated for this contract.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-recipeint, in accordance with 2 CFR 200.330.
   2.2. The Contractor's Indirect Cost Rate of 24.2% applies in accordance with 2 CFR §200.414.
3. Start Up Grant
   3.1. For the purpose of this agreement, the start-up funds in the amount of **$2,148,521** shall be provided to the Contractor, for the expenses incurred to launch services.
   3.2. The Department shall make one lump sum payment to the Contractor within thirty (30) days of the Contract Effective Date.
   3.3. The Contractor shall submit a quarterly report to the Department within fifteen (15) days of the end of the reporting period detailing all start up expenditures.
   3.4. All unspent funds shall be returned to the Department twelve (12) months after the Contract Effective Date.
4. Flex Funding
   4.1. For the purpose of this agreement, the Department shall allocate flexible funding to the Contractor agency to fullfill the work described Exhibit B, Scope of Work.
   4.2. The Department shall make payment as follows:
      4.2.1. One lump sum **payment of $540,750** within thirty (30) day of the Contract Effective Date, equivalent to an estimated two years worth of flexible funding.
      4.2.2. The nessessity and the amount of additional flexible funding for State Fiscal Year 2022 shall be determined by the Department. The funds shall be provided only if additional funds are needed to sustain flexible funding. Any additional payment shall be made within thirty (30) days of the beginning of the State Fiscal Year.
      4.2.3. One lump sum payment **of $335,650** in State Fiscal Year 2023 of the contract, to be paid within thirty (30) days of the beginning of the State Fiscal Year.

4.2.4. One lump sum payment of $335,650 in State Fiscal Year 2024 of the contract, to be paid within (30) days of the beginning of the state fiscal year.

4.2.5. Additional funding increases paid in State Fiscal Year 2023 and State Fiscal Year 2024 shall be used to increase the account as needed to an amount not to exceed $335,650.

4.3. Upon the Contract Completion Date, the Contractor shall return to the Department any remaining flex funds within thirty (30) days.

4.4. The Contractor shall not utlize flexible funds prior to the initial "face-to-face" (but can use it for the face-to-face).

4.5. The Contractor shall manage flexible fund allocations in a manner consistent with Exhibit B, Scope of Work, and shall have the ability to vary the amount of flex funds spent to support each family (e.g., some families can get $500 and others can get $150 or any other ammount needed to support the family).

4.6. The Department reserves the right to request and the Contractor shall provide information on the following:

4.6.1. What families benefited from flexible fund purchases

4.6.2. How much was spent per family (both average and individual families)

4.6.3. What the money was flexible funds were spent on

5. Daily Rate

5.1. For the purpose of this agreement, a daily rate will be awarded in the amount of $35.00 per client (family) per day.

5.2. Payment shall be on a monthly basis and follow a process determined by the Department.

5.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:

Sub-total: **$16,217,250**

Year 1: $1,113,000

Year 2: $5,034,750

Year 3: $5,034,750

Year 4: $5,034,750

5.4. Payment for daily rate shall be initated six (6) months from the Contract Effective Date and shall follow a process determined by the Department.

6. Bonus Payment

6.1. For the purpose of this agreement, bonus payments shall be paid to the Contractor agency upon delivery of the following:

6.1.1. Services and data as indicated in Exhibit B, Section 2, Scope of Work and Section 5, Performance Measures and Performance Metrics.

6.1.2. Submission of standard payment request form(s).

6.1.3. Submission of any other supplemental bonus payment documents specified by the Department.

6.2. A bonus payment shall be paid for each family who recieves a face-to-face meeting within three (3) days of DCYF referral.

6.2.1. Bonus payment shall be $63.00 per family. This value is equal to 1% of the value of a six(6) month long service.

6.2.2. Face-to-face and referral date shall be defined as indicated in Exhibit B, Scope of Work, Section 1, Key Definitions.

6.3. A bonus payment shall be paid for each family with no new open DCYF case with six (6) months of referral.

6.3.1. Bonus payment shall be $63.00 per family. This value is equal to 1% of the value of a six (6) month long service.

6.3.2. No new open DCYF cases and referral date shall be defined as indicated in Exhibit B, Scope of Work, Section 1, Key Definitions.

6.4. The Contractor and the Department shall send all client information in relation to/or in support of payment, utlizing a secure email system.

6.5. Payment shall be on a monthly basis in an amount specified by the Contractor agency on appropriate documentation.

6.6. The maximum allotment for this contract for each fiscal year is as follows:

Total allocation: **$317,710**

Year 1: $46,147

Year 2: $90,521

Year 3: $90,521

Year 4: $90,521

6.7. The Contractor shall request bonus payments under the following processes:

6.7.1. % of families who receive a face-to-face within 3 days of referral.

6.7.1.1. The Contractor shall enter data into a standard spreadsheet in order to calculcate the bonus amount they are requesting.

6.7.1.2. The Contractor shall then send that spreadsheet back to identified Department staff. The Department shall review the spreadsheet for accuracy on a consistant basis.

6.7.1.3. The Contractor shall request payment on a standard form in an amount equal to that which was calculated on the spreadsheet.

6.7.1.3.1. The form shall be agreed upon by the Department and the Contractor.

6.7.2. % families who do not have a case opened within six (6) months of referral date:

6.7.2.1. The Department shall share with the Contractor, on a monthly basis, a list of clients who have had a case opened with DCYF.

6.7.2.2. Using the information from this list, the Contractor shall request payment on a standard form, agreed upon by the Department and the Contractor.

6.8. The Department reserves the right to delay the monthly payout of bonuses so long as they give prior notice with the Contractor. Rationale for delays shall include but are not limited to:

6.8.1. Absenteeism of finance staff

6.8.2. IT updates or maintinece, etc.

6.9. The Department reserves the right to conduct audits of the Contractors bonus payment reporting and allocations.

7. In lieu of hard 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

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

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

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

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

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

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

Vendor Initials BADT
Date 10/14/2020

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:

10/14/2020
Date

Name: Borja Alvarez De Toledo
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

DocuSigned by:
Borja Alvarez De Toledo

10/14/2020
Date

Name: Borja Alvarez De Toledo
Title: President and CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials BADT

Date 10/14/2020

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Borja Alvarez De Toledo

10/14/2020
Date

Name: Borja Alvarez De Toledo
Title: President and CEO

BADT
Contractor Initials

10/14/2020
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

Docu Signed by:
Borja Alvarez De Toledo

10/14/2020
Date

Name: Borja Alvarez De Toledo
Title: President and CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/14/2020
Date

DocuSigned by:
Borja Alvarez De Toledo
Name: Borja Alvarez De Toledo
Title: President and CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials BADT

Date 10/14/2020

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

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

Department of Health and Human Services	Waypoint
The State	Name of the Contractor
Joseph E. Ribsam, Jr.	Borja Alvarez De Toledo
Signature of Authorized Representative	Signature of Authorized Representative
Joseph E. Ribsam, Jr.	Borja Alvarez De Toledo
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
10/15/2020	10/14/2020
Date	Date

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Borja Alvarez De Toledo

10/14/2020
Date

Name: Borja Alvarez de Toledo
Title: President and CEO

Contractor Initials BADT
Date 10/14/2020

FORM A

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

1. The DUNS number for your entity is: 095505905

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials BADT
Date 10/14/2020

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

Contractor Initials BADT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

Contractor Initials BADT

Date 10/14/2020

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Community-Based Voluntary Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Family Resource Center at Gorham ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2020, (Item #22), 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, 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:

   $2,863,278

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibic C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 30% Federal Funds for Foster Care Title IV-E as awarded by the United States Department of Health and Human Services on 10/1/2022, CFDA#: 93.658, FAIN#: 2301NHFOST.

      1.2. 70% General Funds.

4. Modify Exhibit C, Payment Terms, Section 5 Daily Rate, Subsection 5.1 to read:

   5.1. For the purpose of this agreement, a daily rate will be awarded:

      5.1.1. For CBVS cases opened through and after January 1, 2023, this will include a dual authorization as:

         5.1.1.1. Community Based Case Management for $22.00/client (family) per day.

         5.1.1.2. Motivational Interviewing fo $33.00/client (family) per day, which is incoprated into the IV-E claiming.

5. Modify Exhibit C, Payment Terms, Section 5 Daily Rate, Subsection 5.3 to read:

   5.3 Maximum allotment for daily rate expenditure by Fiscal Year is as follows:

   Sub-Total: $2,318,250

Year 1: $90,750

Year 2: $536,250

Year 3: $948,750

Year 4: $742,500

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

7. 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:

7.1 Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2 Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3 Identifies and requests payment for allowable costs incurred in the previous month.

7.4 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.

7.5 Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.6 Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

5/31/2023
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DFD3060E438...
Name: Joseph E. Ribsam, Jr.
Title: Director

The Family Resource Center at Gorham

5/30/2023
Date

DocuSigned by:
Patti Stolte
67852051EAD74FE...
Name: Patti Stolte
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/2/2023
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:

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-042-421010-29580000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES
30 % Federal Funds, 70% General Funds

Vendor Name The Family Resource Center at Gorham — Vendor # 162412

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42105893	$561,028.00	$0.00	$561,028.00
2022	644/504195	SGFSER SGF Services	42105893	$546,000.00	$0.00	$546,000.00
2023	644/504195	SGFSER SGF Services	42105893	$568,750.00	$412,500.00	$981,250.00
2024	644/504195	SGFSER SGF Services	42105893	$568,750.00	$206,250.00	$775,000.00
		Sub Total		$2,244,528.00	$618,750.00	$2,863,278.00

Contractor Initials DS PS
Date 5/30/2023

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 THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. 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: **270161**

Certificate Number: **0005838393**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of August A.D. 2022.

David M. Scanlan

Secretary of State

NEW HAMPSHIRE
DEPARTMENT OF STATE

SECRETARY OF STATE
David M. Scanlan

Filing History

Back to Home

Business Name	Business ID
THE FAMILY RESOURCE CENTER AT GORHAM	270161

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005058472	12/18/2020	12/18/2020	Nonprofit Report	2020
0004768388	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003193545	12/16/2015	12/16/2015	Nonprofit Report	2015
0001017656	12/27/2010	12/27/2010	Annual Report	2010
0001017655	10/08/2010	10/08/2010	Reminder Letter	N/A
0001017654	06/24/2005	06/24/2005	Annual Report	2005
0001017653	11/16/2000	11/16/2000	Annual Report	2000
0001017652	10/03/1997	10/03/1997	Amendment	N/A
0001017651	04/03/1997	04/03/1997	Business Formation	N/A

Page 1 of 1, records 1 to 9 of 9

CERTIFICATE OF AUTHORITY

I, Christian Corriveau, hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 19, 2023 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Patricia Stolte is duly authorized on behalf of The Family Resource Center at Gorham 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: 5/22/2023

Signature of Elected Officer

Name: Christian Corriveau
Title: President

DocuSign Envelope ID: 34EFC24B-4989-4348-832E-79116DF6F08A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Fairley Kenneally
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net
INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Great American Insurance Group — GAIG INSURER B: Travelers Property Casualty Co of America — 25674 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MAC 3793560 16	05/10/2023	05/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG AbMol Daycare,IncAnoPA	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MAC 3793560 16	05/10/2023	05/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UMB113778408	05/10/2023	05/10/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6JUB4N33995323	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

the family
resource center

123 Main Street Gorham, NH 03581 (603) 466-5190 www.frc123.org

Mission

To build healthier Families and stronger communities through positive relationships, programs and collaborations in the North Country.

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

FAMILY RESOURCE CENTER AT GORHAM

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

TABLE OF CONTENTS

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

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated September 10, 2021, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
September 10, 2021

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 820,554	$ 551,854
Certificates of deposit	83,511	83,447
Grants receivable	523,750	141,207
Prepaid expenses	79,030	13,779
Total current assets	1,506,845	790,287
PROPERTY		
Leasehold improvements	74,932	74,932
Furniture and equipment	51,575	51,575
Buildings	70,015	70,015
Total	196,522	196,522
Less: accumulated depreciation	(106,735)	(101,322)
Property, net	89,787	95,200
OTHER ASSETS		
Investments	248,442	202,792
Agency deposits - cash	340	-
Total other assets	248,782	202,792
TOTAL ASSETS	$ 1,845,414	$ 1,088,279

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 15,119	$ 5,818
Accrued expenses	94,899	52,422
Agency deposits	340	-
Refundable advances	152,617	7,343
Total current liabilities	262,975	65,583
NET ASSETS		
Without donor restrictions	1,303,826	815,601
With donor restrictions	278,613	207,095
Total net assets	1,582,439	1,022,696
TOTAL LIABILITIES AND NET ASSETS	$ 1,845,414	$ 1,088,279

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Grants	$ 3,216,707	$ 12,000	$ 3,228,707
Medicaid	367,667	-	367,667
Donations	19,373	15,000	34,373
Agency rents	38,256	-	38,256
Investment return	-	44,518	44,518
Interest income	543	-	543
Other income	23,259	-	23,259
Total revenues and support	3,665,805	71,518	3,737,323
EXPENSES			
Program services	2,857,283	-	2,857,283
Management and general	320,297	-	320,297
Total expenses	3,177,580	-	3,177,580
INCREASE IN NET ASSETS	488,225	71,518	559,743
NET ASSETS, BEGINNING OF YEAR	815,601	207,095	1,022,696
NET ASSETS, END OF YEAR	$ 1,303,826	$ 278,613	$ 1,582,439

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Grants	$ 1,903,286	$ -	$ 1,903,286
Medicaid	432,237	-	432,237
Donations	49,201		49,201
Agency rents	38,175	-	38,175
Investment return	-	(6,153)	(6,153)
Interest income	2,088	-	2,088
Other income	43,878	-	43,878
Total revenues and support	2,468,865	(6,153)	2,462,712
EXPENSES			
Program services	2,232,196	-	2,232,196
Management and general	323,346	-	323,346
Total expenses	2,555,542	-	2,555,542
DECREASE IN NET ASSETS	(86,677)	(6,153)	(92,830)
NET ASSETS, BEGINNING OF YEAR	902,278	213,248	1,115,526
NET ASSETS, END OF YEAR	$ 815,601	$ 207,095	$ 1,022,696

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	Program Services	Management and General	Total
Personnel Costs			
Salaries and wages	$ 1,831,914	$ 147,800	$ 1,979,714
Payroll taxes	125,775	17,151	142,926
Employee benefits	206,991	34,335	241,326
Travel	142,515	1,531	144,046
Contractors and consultants	103,897	38,396	142,293
Program activities	109,388	4,985	114,373
Food and supplies	101,028	-	101,028
Training	65,864	1,715	67,579
Advertising	43,549	25	43,574
Small equipment	33,023	2,433	35,456
Heat and utilities	-	34,926	34,926
Telephone, internet, fax and cable	20,656	117	20,773
Rent	19,464	-	19,464
Accounting fees	4,035	12,812	16,847
Other	12,586	4,067	16,653
Conferences and meetings	10,882	-	10,882
Printing	8,095	2,572	10,667
Technology	31	9,049	9,080
Property insurance	6,807	1,201	8,008
Liability insurance	4,684	2,310	6,994
Depreciation	4,330	1,083	5,413
Payroll processing service	-	3,550	3,550
Postage and shipping	1,605	21	1,626
Bank charges	164	218	382
Total	$ 2,857,283	$ 320,297	$ 3,177,580

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	Program Services	Management and General	Total
Personnel Costs			
Salaries and wages	$ 1,514,963	$ 205,829	$ 1,720,792
Payroll taxes	111,268	15,173	126,441
Employee benefits	136,049	39,526	175,575
Travel	144,130	1,377	145,507
Program activities	97,595	4,385	101,980
Contractors and consultants	39,779	19,831	59,610
Food and supplies	50,814	-	50,814
Conferences and meetings	36,860	-	36,860
Heat and utilities	19,405	1,021	20,426
Telephone, internet, fax and cable	16,516	1,360	17,876
Training	13,049	175	13,224
Accounting fees	1,815	11,395	13,210
Rent	11,667	-	11,667
Technology	1,500	9,313	10,813
Maintenance, cleaning and inspections	8,505	1,501	10,006
Liability insurance	7,000	2,660	9,660
Small equipment	8,408	483	8,891
Depreciation	1,792	4,145	5,937
Printing	3,637	1,018	4,655
Advertising	2,917	190	3,107
Payroll processing service	-	3,079	3,079
Property insurance	2,412	426	2,838
Postage and shipping	2,064	227	2,291
Bank charges	51	232	283
Total	$ 2,232,196	$ 323,346	$ 2,555,542

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 559,743	$ (92,830)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized (gain) loss on investments	(37,666)	13,788
Realized gains on investments	(3,433)	(6,621)
Depreciation	5,413	5,937
(Increase) decrease in assets:		
Grants receivable	(382,543)	276,351
Prepaid expenses	(65,251)	1,370
Increase (decrease) in liabilities:		
Accounts payable	9,301	(1,326)
Accrued expenses	42,477	17,408
Agency deposits	340	(22,240)
Refundable advances	145,274	(2,306)
NET CASH PROVIDED BY OPERATING ACTIVITIES	273,655	189,531
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of investments	44,110	275,107
Purchase of investments and certificates of deposit	(48,725)	(279,341)
Additions to property and equipment	-	(70,015)
NET CASH USED IN INVESTING ACTIVITIES	(4,615)	(74,249)
NET INCREASE IN CASH AND EQUIVALENTS AND RESTRICTED CASH	269,040	115,282
CASH AND EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF YEAR	551,854	436,572
CASH AND EQUIVALENTS AND RESTRICTED CASH, END OF YEAR	$ 820,894	$ 551,854
CASH BALANCES		
Cash and equivalents, operating	$ 820,554	$ 551,854
Agency deposits - cash	340	-
Total cash and equivalents and restricted cash	$ 820,894	$ 551,854

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that works to build healthier families and stronger communities. These programs remove obstacles to healthy family function and development, providing access to social and educational services to at-risk and underserved North Country populations. Primary programs include:

Home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

Afterschool programs that support the academic, social and emotional developmental needs of students in grades K-8;

An IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to community members in need maximizing income tax refunds;

A Substance Misuse program that utilizes peer support for recovery and family reunification.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

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

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

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

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

Other Events

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

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities.* Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years
Buildings	39 years

The Resource Center's policy is to capitalize all assets over $2,500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions depending on the existence and/or nature of any donor or time restrictions. A purpose restriction permits the Resource Center to use donated assets as specified for a particular purpose. Net assets restricted in perpetuity are those that are required to be permanently maintained, but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

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

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2021 and 2020 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Fair Value Measurement*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

> ***Level 1*** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.
>
> ***Level 2*** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.
>
> ***Level 3*** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2021 and 2020, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2021 and 2020.

> *Equities*: Valued at the closing market price on the stock exchange where they are traded (primarily the New York Stock Exchange).
>
> *Mutual Funds*: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606).* This ASU is a comprehensive new revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. The Resource Center adopted this ASU on July 1, 2020, using the modified retrospective approach and applied this ASU only to contracts not completed as of July 1, 2020. Contracts and transactions with customers predominantly contain a single performance obligation. The impact of adopting this ASU was not material to the financial statements.

The Resource Center records the following exchange transaction revenue in its statements of operations for the years ended June 30, 2021 and 2020:

Program Service Fees – Revenue from providing family support services under the State of New Hampshire's Medicaid program. Revenue from providing family support services is recognized at the completion of providing such services.

Agency Rents – Revenue from the rental of office space is recognized over time.

New Accounting Pronouncement

As of July 1, 2020, the Organization adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606), as amended. ASU 2014-09 applied to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition. Results for reporting the years June 30, 2021 and 2020 are presented under FASB ASC Topic 606. The ASU has been applied retrospectively to all periods presented, with no effect on previously issued financial statements.

2. LIQUIDITY AND AVAILABILITY

The following represents the Resource Center's financial assets as of June 30, 2021 and 2020:

	2021	2020
Cash and cash equivalents	$ 820,554	$ 551,855
Certificates of deposit	83,511	83,447
Grants receivable	523,750	141,207
Investments	248,442	202,792
Agency deposits - cash	340	-
Total financial assets	$ 1,676,597	$ 979,301
Less amounts not available to be used within one year:		
Net assets with donor restrictions	$ 278,613	$ 207,095
Amount board designated for long-term maintenance	26,472	24,064
Agency deposits - cash	340	-
Amounts not available within one year	305,425	231,159
Financial assets available to meet general expenditures over the next twelve months	$ 1,371,172	$ 748,142

The Resource Center's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately $780,000). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. AGENCY DEPOSITS

During the year ended June 30, 2021, the Resource Center began serving as a fiscal agent for Small Acts, a Northern New Hampshire not-for-profit volunteer group that supports the community by providing small acts of kindness. The amount held on behalf of Small Acts as of June 30, 2021 was $340.

4. INVESTMENTS

Investments presented in the financial statements are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to net assets without donor restrictions, except for those investments for which their use is restricted. Information on investments at June 30, 2021 and 2020 is presented as follows:

	2021		2020	
	Cost	Market Value	Cost	Market Value
Equities	$ 106,045	$ 128,052	$ 102,339	$ 97,245
Mutual Funds	108,267	120,390	103,989	105,547
Totals	$ 214,312	$ 248,442	$ 206,328	$ 202,792

Components of Investment Return:

	2021	2020
Interest and dividends	$ 7,634	$ 4,927
Unrealized gain (loss)	37,666	(13,788)
Realized gain	3,433	6,621
Investment fees	(4,215)	(3,913)
Total investment return	$ 44,518	$ (6,153)

5. DEMAND NOTE PAYABLE

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to $75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2021 and 2020, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.15% and 3.25%, respectively. There were no balances outstanding as of June 30, 2021 and 2020.

6. CONCENTRATION OF CREDIT RISK - CASH

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per bank at June 30, 2021 and 2020. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. Cash balances in excess of FDIC insured limits amounted to $719,479 and $260,487 at June 30, 2021 and June 30, 2020, respectively.

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

7. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2021 and 2020:

	2021	2020
Purpose restrictions:		
Flooring/carpeting	$ 27,000	$ -
Restrictions in perpetuity:		
Endowment	251,613	207,095
Total net assets with donor restrictions	$ 278,613	$ 207,095

Net assets without donor restrictions for the years ended June 30, 2021 and 2020 are as follows:

	2021	2020
Undesignated	$ 1,277,354	$ 791,537
Board designated	26,472	24,064
Total net assets without donor restrictions	$ 1,303,826	$ 815,601

8. NET ASSETS WITHOUT DONOR RESTRICTIONS – BOARD DESIGNATED

By vote of the Board of Directors, funds have been designated for long term building maintenance. Net assets without donor restrictions designated by the board was $26,472 and $24,064 at June 30, 2021 and 2020, respectively.

9. ENDOWMENT FUND

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures. No distributions were taken during the years ended June 30, 2021 and 2020.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the endowment fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the endowment fund at any given time.

Fund activity for June 30, 2021 and 2020 was as follows:

	Balances as of June 30, 2020	Activity for the Year Ended June 30, 2021	Balances as of June 30, 2021
Permanent gifts	$ 175,809	$ -	$ 175,809
Investment earnings	58,389	7,634	66,023
Realized gain	59,280	3,433	62,713
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(41,257)	(4,215)	(45,472)
Unrealized gain (loss)	(3,536)	37,666	34,130
	$ 207,095	$ 44,518	$ 251,613

	Balances as of June 30, 2019	Activity for the Year Ended June 30, 2020	Balances as of June 30, 2020
Permanent gifts	$ 175,809	$ -	$ 175,809
Investment earnings	53,462	4,927	58,389
Realized gain	52,659	6,621	59,280
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(37,344)	(3,913)	(41,257)
Unrealized gain (loss)	10,252	(13,788)	(3,536)
	$ 213,248	$ (6,153)	$ 207,095

10. LEASE AGREEMENTS

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease expired on June 30, 2020. The lease continues under the same terms on a month-to-month basis.

The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately $10 - $16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

During the year ended June 30, 2021, the Resource Center entered into a lease agreement for office space in Littleton, NH. with John & Paul Tuite Partnership. The terms of the lease call for monthly payments of $1,000 through October 31, 2026. Rent expense under this agreement aggregated $8,000 for the year ended June 30, 2021.

The future minimum lease payments at June 30, 2021 are as follows:

Year Ending June 30	Amount
2022	$ 12,000
2023	12,000
2024	12,000
2025	12,000
2026	4,000
Total	$ 52,000

11. PAYCHECK PROTECTION PROGRAM LOAN

During the year ended June 30, 2020, the Resource Center applied for and was awarded a first draw Paycheck Protection Program loan through the Small Business Administration (SBA). Loan forgiveness is possible if certain criteria are met. Any amounts not forgiven are to be repaid over a five-year period, with payments deferred for the first six months. Interest would be stated at 1%. The loan amounted to $298,000. During the year ended June 30, 2021, the Resource Center received loan forgiveness in the amount of $258,674. The amount is recorded as grant revenue on the accompanying Statement of Activities. The amount of the loan that was not forgiven was repaid to the SBA in June of 2021.

12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 10, 2021, the date the June 30, 2021 financial statements were available for issuance.

FAMILY RESOURCE CENTER AT GORHAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL ALN	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
U.S. DEPT. OF HEALTH AND HUMAN SERVICES			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services,			
Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	2001NHCWSS	$ 6,706
Promoting Safe and Stable Families	93.556	2001FPSS	30,708
Social Services Block Grant	93.667	2001NHSOSR	62,476
Temporary Assistance for Needy Families	93.558	19NHTANF	334,205
Maternal & Child Health Services Block Grant for States	93.994	90CA1858	8,628
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	172,494
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	203,017
			375,511
Division of Behavioral Health, Bureau of Drug and Alcohol Services			
Opioid STR	93.788	05-95-92-920510-7040	324,089
New Hampshire Children's Trust			
Every Student Succeeds Act/Preschool Development Grants	93.434		80,732
MEDICAID CLUSTER			
State of New Hampshire DHHS, North Country Health Consortium			
Medical Assistance Program	93.778	IDN	25,000
CCDF CLUSTER			
Department of Health and Human Services, Office of Human Services,			
Bureau of Child Development & Head Start Collaboration			
CV-Child Care Development Fund	93.575		48,500
Total U.S. Department of Health and Human Services			$ 1,296,555
U.S. DEPARTMENT OF THE TREASURY			
Passed through Governor's Office of Emergency Relief & Recovery			
Coronavirus Relief Fund	21.019		$ 233,072
Total U.S. Department of the Treasury			$ 233,072
U.S. DEPARTMENT OF EDUCATION			
Passed through State of New Hampshire Department of Education			
Twenty-First Century Community Learning Centers	84.287	20200011	$ 229,353
Total U.S. Department of Education			$ 229,353
Total expenditures of federal awards			$ 1,758,980

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, where in certain types of expenditures are not allowable or are limited to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance.

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FAMILY RESOURCE CENTER AT GORHAM

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 10, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Family Resource Center at Gorham's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
September 10, 2021

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FAMILY RESOURCE CENTER AT GORHAM

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

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2021. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Family Resource Center at Gorham's compliance.

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of Family Resource Center at Gorham is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Family Resource Center at Gorham's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leon, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
September 10, 2021

FAMILY RESOURCE CENTER AT GORHAM

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Family Resource Center at Gorham were prepared in accordance with GAAP.

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

3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.

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

5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.

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

7. The programs tested as major programs were: U.S. Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA – 93.558, Maternal, Infant, and Early Childhood Home Visiting Grant Program, CFDA – 93.870.

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

9. Family Resource Center at Gorham Family Resource Center at Gorham was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

the family resource center

Board of Directors

Linda Lamirande, President	Milan, NH
Ann-Marie Gagne	Berlin, NH
Christian Corriveau	Berlin, NH
Bronson Paradis	Gorham, NH
Karen Moore, Secretary	Shelburne, NH

[redacted]

Jen Buteau

Skills

- Regularly commended for delivering effective and quality services with integrity
- Active listener with excellent interpersonal skills
- Motivated, dependable, committed and Joyal employee
- Strong and proven sales and marketing background
- Ability to lead and motivate team members
- Self starter and quick learner
- Expert advocacy, communication and case planning skills
- Successful leadership and managerial experiences
- Proficient computer skills including MS Word, Excel, PowerPoint and Outlook
- Effectively use both traditional and social media to spread awareness and engage community members
- Grant writing, reporting, Opinion-Editorial pieces and press releases
- Ability to multi-task, be versatile and deal with crisis situations while maintaining excellent time-management skills and professionalism
- Adhere to strict budgets and analyze and incorporate ways to decrease expenses and increase revenue
- Creative and innovative with a track record of designing and implementing programs where there is a need; such as the Holiday Shoppe, social skills groups, team-building sessions, boundaries trainings, trainings on evidence-based methods for dealing with people with personality disorders, and a panel discussion on substance use in the North Country
- Sensitivity to and clinical experience with people struggling with addiction, mental health issues, poverty, diversity, cognitive impairments, or otherwise marginalized individuals
- In-depth knowledge and clinical use of Motivational Interviewing & Dialectical Behavior Therapy
- Overall, genuinely cheerful, kind and respectful to all people

Professional Experience

September 2015 - present **Family Resource Center at Gorham** **Director of Family Support Services**

- Manage and develop home visiting and family support programs in Coos and Upper Grafton County

March 2013 - September 2015 **CASA of NH** **Training & Recruitment Coordinator**

- Strategically implemented efforts to increase awareness about CASA of NH and recruited more quality volunteers to advocate for children who have been abused/ neglected
- Initiated and developed fundraising campaigns, appeals, volunteer appreciation initiatives, grant research, writing and reporting
- Responsible for social media communications various platforms along with traditional communications such as radio, newspaper, television and frequent speaking engagements throughout the state
- Provided additional supports, trainings and resources as needed to ensure continued personal growth and effectiveness of volunteers

Professional Experience Continued

May 2012 - March 2013 **Tri-County cap Berlin NH** **Employment Specialist**

- Worked closely and effectively with NH Employment Program teams in both the Berlin and Littleton District Offices to oversee appropriateness of placement with career path and intervene when issues / potential conflict arose. Provided job coaching and reinforcement to clients

2005- 2012 **Northern Human Services, Berlin, NH** **Case Manager**

- Through community based services, assisted people with a major mental illness manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, coordinating services, advocacy, crisis intervention, referrals, service monitoring and outreach
- Facilitated evidence based practice group, "Illness, Management and Recovery." This site was awarded highest fidelity in state with this pilot group
- Carried a niche caseload of clients who historically were unsuccessful of engaging in traditional treatment by effectively employing interventions based on evidence based practices specific to the individuals

2000-2005 **The Wentworth, Jackson, NH** **Director of Sales, 2002 - 2005**
Dining Room Manager, 2000 -2002

- Oversaw the execution of successful, quality events by effective coordination and supervision of multiple departments. Developed marketing strategies to brand hotel as an elegant country inn and premiere venue for luxurious weddings and upscale corporate retreats
- Hired, trained and managed all dining room, event and bar staff. Developed and implemented appropriate training procedures to acquire and maintain prestigious four diamond status restaurant
- Gained trust and respect of employees I supervised as well as other managers to be able to improve overall morale and milieu within Food and Beverage Department as well as the other Departments so that teamwork and efficiency drastically improved and turnover decreased
- Responsible for controlling labor and costs while providing exceptional product and outstanding customer service
- Exceeded aggressive budgeted revenues across all categories every year while achieving many record months and years.

Education

B.A., Psychology, Rivier College, Nashua, NH, 03060

Seminars:	Motivational Interviewing	Dialectical Behavior Therapy
	Supported Employment	Assertive Community Treatment
	Illness Management and Recovery	Treatment of Co-Occurring Disorders

Community Involvement

2014 Co-recipient of the Gus Rooney Award	Therapeutic foster care provider
Blogger for Stay, Work, Play N.H.	Outreach volunteer for Believe in Books
Soccer coach for North Country Soccer League	Former Berlin Planning Board Member
Coach/ coordinator for Young Athlete Program	Former Berlin City Councilor

[redacted]

Gabrielle Flanders

Objective

Highly skilled and empathetic professional with experience leading, managing and supervising professional staff in social services. Past work has included Supervisory support; coaching; program planning and development and educational parenting support. Active listener with a knack for building lasting professional relationships.

Skills & Abilities

- Highly organized
- Calm under pressure
- High attention to detail
- Strength-based
- Growth minded
- Experience supervising a team
- Empathetic
- Culturally-sensitive
- Reliable & Flexible

Experience

Associate Director of Family Support Services, The Family Resource Center

June 2018 – Current

- Provide family support and advocacy skills for in home Wraparound services in Enhanced Care Coordination for children ages 3-7
- Individually partnered with Dartmouth Injury Prevention Center and Healthy Families America to create a NH live webinar on Child Passenger Safety to educate home visitors on car seat safety
- Train and educate employees on Medicaid billing and support staff on day to day duties of job
- Oversee & supervise all programs for the Family Support, Reunification and Recovery Departments
- Assist with writing & managing grants for programs
- Conduct ACES Prenatal and Postpartum intakes with high risk mothers that individually assess their needs (parent survey).
- Monitors quality assurance and assures all contract requirements are met

Supervisor, The Family Resource Center

March 2016 – June 2018

- Provide staff with weekly reflective and supportive supervision
- Observed workers' performance and provided feedback accordingly

- Supervised staff members for program implementation and provided technical assistance when needed
- Provided training to staff on rules and regulation for 7 different programs as well as training for program practices.

Pyramid Model Practice-Based Coach, i-Social NH DOE, Bureau of Student Support
December 2018 – December 2019

- Provide SEL Practice-Based Coaching to designated implementation sites at Plymouth State University and White Mountain Community College
- Participated in coaching cohort meetings with NH DOE
- Responsible for maintaining and submitting electronic and paper-based records in a secure manner to preserve confidentiality
- Observed workers' performance and provided feedback accordingly

SEL Coaching Coordinator, Coos Coalition for Young Children and Families
March 2016 – Current

- Conduct monthly SEL meetings around multiple agency wide use of Pyramid Model and Growing Great Kids curriculum
- Provide home visitors/teachers with weekly reflective and supportive supervision/coaching
- Observe workers' performance and provided feedback accordingly
- Coordinate SEL and coaching training for all home visitors (various agencies) in Coos County
- Responsible for processing invoices of 5 contracted coaches

Education

New England College – Henniker, NH – Bachelor of Science Health Science 2015

Certifications

- Peer Recovery Support Worker- certified RCA
- Growing Great Kids Curriculum Tiers 1,2,3 (0-3 & 3-5) certified
- Cultural Sensitivity (annual)
- Equity Training
- Motivational Interviewing/ Supervisors training- evidenced based counseling approach to health care
- Healthy Families of America- Evidence based model certified Family Support Worker

- Healthy Families America; evidence-based model certified Parent Survey / Community Outreach Worker /Supervisor
- Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children trained
- Parents Interacting with Infants and Toddlers (PI-WI) trained/ PIWI 2.0 (supervisors) trained
- Child Passenger Safety Technician- Safekids Worldwide Certified
- TPOT Validated- Pyramid Model
- Practice-Based Coach (Individual/Group)- Certified
- Circle of Security Parenting Facilitator

Alysia A. Martin

Skills

- Time Management and Organization

  Patience
- Building/Maintaining Personal and Team Relationships

  Communication
- Reliability
- Works well under stress
- Uses creative and innovative means to accomplish goals

Experience:

The Family Resource Center

2022- Present- Comprehensive Family Support Program Manager

2021- 2021 Comprehensive Family Support Supervisor

August 2016- 2021 Family Support Specialist

- Initiate and maintain regular and long-term contact/support with families within the family's home. Provide interventions that are family-centered, strength-based, and directed at: establishing a trusting relationship; assisting in strengthening the parent-child relationship; assisting parents in improving their skills to optimize the home environment; improving the family support system; and increasing the family's ability to problem solve and assume the role of advocate for themselves and their children.

Cook, August 2015 - 2016

Tri-County Cap Headstart, Berlin NH

- Grocery shopping
- Meal planning and preparation
- Keeping track of specialized dietary needs and ensuring proper paperwork is up to date with current guidelines
- Daily cleaning to ensure health standards are met Tracking of budget allowances

Family Support Provider, October 2013 - October 2014

Androscoggin Valley Homecare Services, Berlin, NH

- Observe and report any health, safety or social conditions that needed attention
- Routine housekeeping- making beds, changing linens, dusting, dishes, light house cleaning, laundry and vacuuming
- Prepare and serve meals as well as meal planning and making suggestions to improve diet. Ensuring client is eating based on specific diet prescribed by physician.
- Shopping/Marketing and simple errands (such as bill payments)
- Assist with personal grooming and other activities of daily living Stimulate interests of the client- reading, playing games, taking walks.
- Keeping daily record of home visits documenting client's condition, attitude, condition of living space and other general observations.
- Provide daily time sheets for record
- Keep accurate records in accordance with Agency policy

Homemaker, October 2011 - March 2012

Home Healthcare Hospice and Community Services, Keene, NH

- Prepare and maintain records of client progress and services provided, reporting any changes in client condition to manager/supervisor
- Perform housekeeping duties such as cooking, cleaning, washing laundry or dishes and running errands
- Care for individuals or families during periods of incapacitation, family disruption, or convalescence- providing companionship, personal care or help adjusting in new lifestyle
- Transport clients to locations outside of the home such as physician's offices or outings using a motor vehicle.
- Plan, shop for and prepare nutritious meals or help the family plan, shop for and prepare nutritious meals instruct or advise clients and family members on issues such as household cleanliness, utilities, hygiene, nutrition or infant care.

Customer Service Manager, April 2005 -January 2010

Walmart, Gorham, NH

- First line in resolving customer complaints

- Assist in the hiring and training of new employees, evaluate their performance
- Prepare associate work schedules for daily/nightly tasks Issue and cash money orders
- Check to make sure appropriate changes were made to resolve customer problems.
- Refer unresolved customer grievance to designated department or supervisor
- Answer telephones and give information to callers, take messages and/or transfer calls to the appropriate persons.
- Complete forms in accordance with company polices
- Direct and supervise employees engaged in sales and performing services for customers.
- Monitor sales activity to ensure customers receive satisfactory customer service and quality goods.
- Enforce safety, health and security rules.
- Receive payments by cash, check, credit/debit cards and vouchers. Issue receipts. refunds, credits and change due to customers.
- Count money in registers during opening of shifts to ensure amounts were correct and that there was adequate change.
- Answer customer and employee questions while providing information on policies and procedures.
- Calculate total sales during a specific time period and reconcile with the total recorded sales.
- Process merchandise returns or exchanges
- Monitor checkout stations to ensure they have adequate cash and are staffed appropriately.

- Assist with duties in other areas of the store such as assistance with fitting rooms, carrying out customer orders, piercing ears injewelry, mixing paint, etc.
- Maintain clean and orderly check out areas and complete other general cleaning duties such as sweeping/moping the floors, dusting and emptying trash.
- Supervise others and provide on-the-job training.
- Request information and assistance using overhead paging system or personal paging devices.
- Keep periodic balance sheets of amounts and numbers of transactions on one or more checkout stations.
- Cash customer payroll checks.

Education:

Certification, Human Lactation Consultant, February 2016

Lactation Education Resources, Tracy's Landing, MD

Certification, Medical Assistant, January 2010

U.S. Career Institute, Fort Collins, MO

High School Diploma, General Education with 2 year ECE technical career education

Berlin Senior High School, Berlin, NH

Volunteerism/Community Service:

Committee ChairPerson, 2015-Present

Cubscout Pack 205, Berlin NH (Boy Scouts of America)

KARYN M. RENIERE

[redacted]

WORK EXPERIENCE

2020-Present The Family Resource Center — Gorham, NH
Intake Coordinator

09/18-2020 The Family Resource Center — Gorham, NH
Family Support Specialist
Facilitate supervised visits between parents and their children
Visit individual families in their homes to work on various issues
Maintain a clean and organized client log with all required program work
Coordinate schedules and arrange client appointments.

05/15-06/18 Doggie Do Good — Arroyo Grande, CA
Lead Dog Trainer/Management
Training all breeds and temperaments
Supervising a team of employees
Training difficult behaviors to dogs to be able to provide a service
Providing daily care for dogs
Teaching people with a variety of disabilities to work and bond with their dogs
Problem solving to reach a mutual desired outcome
Interacting with coworkers, clients and the public daily
Collecting payments for products and services rendered
Documenting progress made by each dog in training daily
Crisis prevention and intervention
Puppy testing and evaluating shelter dogs as service dog candidates

02/18-06/18 Mesa Veterinary Hospital — Nipomo, CA
Veterinary Assistant/Front Office
Answering phones and scheduling appointments
Collecting payments for products and services rendered
Interacting with and assisting customers on a daily basis
Rooming Patients with hospitality
Assisting with minor surgeries
Monitoring vitals

06/14-05/15 PetSmart — Santa Maria, CA
Trainer/Cashier/Customer Service
Facilitating training classes
Interacting with pet owners about proper training and follow up techniques
Organizing and stocking product inventory

Collecting payments for products and services rendered
Interacting with and assisting customers on a daily basis
Providing the daily care for small animals
Bathing and light grooming of dogs

04/11-6/14 VTC Enterprises Santa Maria, CA
Instructor
Providing care and safety for adults with developmental disabilities
Teaching community awareness and safety skills
Providing job training to each individual
Creating weekly schedules for community activities
Instructing individuals in social and self-advocacy skills
Documenting the daily activities and behaviors of each individual
Interacting with coworkers and members of the community daily
Preventing and handling crisis situations

PROFESSIONAL SKILLS

Ability to effectively teach and communicate with people with disabilities
Ability to work with dogs of all sizes, temperaments and breeds
Ability to teach animals and pet parents several different behaviors
Ability to discourage unwanted behaviors
Ability to organize, multi-task, and manage time in an orderly fashion
Experienced in Internet navigation and research
Proficient in handling multi-line phone systems
Proficient in Microsoft Word, Excel and PowerPoint
Ability to type 50 wpm
Ability to manage a team of employees
Skilled in the prevention and handling of crisis and emergency situations

EDUCATION

Ernest Righetti High School *Graduated June 2005*
High School Diploma

CERTIFICATION

Canine Good Citizen Evaluator Certified

LEAH J. WHITE

Education
University of New Hampshire
Bachelor of Arts: Psychology, December 2008
Bachelor of Arts: Justice Studies, December 2008

Work Experience
Quality Assurance Manager, February 2022-present
Family Resource Center, Gorham, NH
Quality Assurance Coordinator, March 2020 –February 2022
Family Resource Center, Gorham, NH

Analyze and track data; identify and communicate areas in need of improvement; develop continuous quality improvement plans; assure program is adhering to Best Practice Standards; provide ongoing support to staff through training and providing professional development opportunities.

Family Support Specialist, August 2017-Present
Family Resource Center, Gorham, NH

Initiate and maintain regular and long-term contact/support with families within the family's home. Provide interventions that are family-centered, strength-based, and directed at: establishing a trusting relationship; assisting in strengthening the parent-child relationship; assisting parents in improving their skills to optimize the home environment; improving the family support system; and increasing the family's ability to problem solve and assume the role of advocate for themselves and their children.

Respite Provider, October 2015-2017

Provide relief for home care provider.

Home Care Provider, May 2012-October 2015
Contracted with Northern Human Services, Berlin, NH

Welcomed an individual with disabilities to reside in personal residence. Provided supports in all aspects of daily living, including personal care and medication administration. Attended trainings specific to individual's medical needs to provide informed care catered to the specific needs of the individual. Completed a minimum of 10 hours of training per year. Advocated for individuals wants and needs with a focus on human rights. Transferred individual utilizing a barrier free hoyer lift.
Mainatined all medical documentation. Assisted individual in meeting goals and documented in monthly progress notes.

Residential Program Manager, June 2011-May 2012
Easter Seals, Lancaster, NH

Managed operation of therapeutic residential placement for adolescent boys. Arranged daily schedules and activities for residents. Assured completion of all essential documentation. Provided weekly staff supervisions, monthly staff meetings and completed performance evaluations as necessary. Interviewed, hired and trained staff in accordance to the agency's mission and state regulations. Handled all petty cash. Focused on maintaining a positive and professional work environment to ensure all needs of individuals were met.

Residential Instructor, October 2010-June 2011
Easter Seals, Lancaster, NH

Supervised and counseled residents in a living environment. Assisted residents with activities of daily living focused on treatment plans and completed all necessary documentation in accordance with state regulations.

Assistant Program Director, *March 2010-October 2010*
Bridgewell, Beverly, MA

Assisted in daily operation of a residential home for individuals with disabilities. Managed medical, clinical and financial needs of individuals. Conducted interviews. Trained and supervised staff by providing leadership with a focus on team building.

Direct Support Professional, *January 2009-March 2010*
Bridgewell, Haverhill, MA

Provided support and assisted individuals with activities of daily living in a residential home. Provided services to individuals according to DMR regulatory standards, administered medications according to MAP regulations and maintained core training certifications. Worked at DMH program for initial 7 months with adults afflicted with mental illness.

Respite/Relief Residential Youth Counselor, *October 2008-January 2009*
Odyssey House, Hampton, NH

Supervised and counseled residents in a living environment, participated in groups, planned and assisted residents with daily therapeutic activities, behavioral tracking and documentation.

Front-End Assistant Manager, June 2002-January 2009
Market Basket, Plaistow, NH

Assisted front-end manager with maintaining smooth operation of check-out area, handled money transactions, addressed customer complaints in a professional manner and supervised cashiers.

Internships

Sexual Assault Support Services, *Summer 2008*

165 hour internship. Completed 36 hours of crisis intervention training with SASS. Provided support to sexual assault survivors and their families at child advocacy centers for their interviews with police departments, crisis counseled survivors on crisis hotline and provided referrals to victims of sexual assault to community services.

New Outlook Teen Center, *Fall 2006*

20 hour internship. Served as role model for young teenagers and organized donations for annual Christmas party.

Certifications

-Certified Lactation Counselor
-Peer recovery Support Worker-certified
-Growing Great Kids Curriculum tier 1(0-3) certified
-Trained in Motivational Interviewing-evidenced based counseling approach to health care
-Health Families of America-Evidenced based model certified Family Support Worker
-Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children trained

Tikatia Morris

Training & Development Manager

Tikatia Morris

Skills

client needs assessment; Microsoft Office Suite; file management; conflict resolution; case management; organized; effective public speaker; reliable; strategic thinker; event planning; team player; marketing and media relations; computer-savvy; logo design; website graphics; atypical problem solving; self-motivated; divergent thinking; critical observation, self-management; classical education tutoring methods; attention to detail; creativity; motivational interviewing; peer coaching; reflective supervision; solution-based casework

Experience

The Family Resource Center / Training & Development Manager
December 2019 - January 2022

Created and maintained an effective and efficient learning management system to support the growing organization; Scheduled and planned meetings and conferences, including site-to-site video conferencing calls, which helped to streamline business operations. In-depth knowledge of the scope of services for all programs offered at the FRC; Created and offered additional materials to enhance training. Reduced process gaps by supporting the effective training of new hires on best practices and protocols through supporting and creating a train the trainer process. Delivered instruction on a broad range of topics, integrating audio-visual presentations and training materials. Mentored and coached new trainers by offering insight into successful procedures and implementation of program training. Created training schedules to meet the hiring demands of all FRC programs. Created systems to facilitate in-house training and coaching; overseeing all registrations for training and professional development for all programs. Overseeing ongoing coaching in motivational interviewing, solution-based casework, and peer coaching within programs; developed a professional development workgroup to facilitate more in-house training and provide feedback and support to trainers;

The Family Resource Center / Administrative Support Specialist /Training & Family Support Coordinator
December 2019 - January 2022

Provide administrative support to all areas of the family support program; Tracked and submitted employee timesheets to accounting department for payroll processing. Managed electronic calendars using G-Suite and scheduled meetings, appointments and conference calls; assisted in overseeing organizational transfer from G-Suit to Office 365; Created and maintained computer- and paper-based filing and organization systems for staff training records, reports, and documents. Scheduled and planned meetings and conferences, including site-to-site video conferencing calls, which helped to streamline business operations. Executed special objectives and projects in response to the Program Director's requests. Created and offered additional materials to enhance training. Reduced process gaps by effectively training new hires on best practices and protocols. Documented participant attendance, engagement, and progress. Delivered instruction on a broad range of topics, integrating audio-visual presentations and training materials. Mentored and coached new employees by offering insight into successful task prioritization. Created training schedules to meet the hiring demands of all FRC programs. Created systems to facilitate in-house training and coaching; overseeing all registrations for training and professional development for all programs.

The Family Resource Center / Edward Fenn ASP Group Leader & Coach
August 2019 - PRESENT, Gorham

Established a positive, safe, and stimulating learning environment for all students. Cultivated strong

relationships with students by listening carefully and offering positive reinforcement. Utilized the Choose Love curriculum to encourage and support social-emotional learning with all enrolled students, weekly classroom observation for implementing pyramid model strategies in the classroom and with staff; provide monthly one-on-one coaching sessions with all ASP staff to encourage growth support in pyramid model and social-emotional instruction to students

The Family Resource Center / Family Support Specialist
November 2018 - December 2019, Gorham

Built solid and trusting rapport with children and families, fostering communication to meet case needs. Worked to improve and enhance client lives through effective and compassionate care. Documented data and completed accurate updates to case records. Collaborated with community program leaders and advocates to make resources accessible to those in need. Interviewed individuals and families to assess needs and provide informational resources. Referred clients to appropriate team members, community agencies and organizations to meet treatment needs. Photographed to produce high-quality images for both print and Internet distribution. Developed creative design for marketing packages, including print materials, brochures, banners, and signs. Used publisher and photoshop to develop product mockups and prototype designs.

NH Homeschooling Families / Private Tutor
September 2013 - January 2018, Throughout NH & VT

Tutored over 20 struggling, average and advanced students in elementary through high school Classical Education course materials in Mathematics, Grammar and Language Arts, History, Science, Latin, and Logic. Created special handouts, study guides and assessments to evaluate and boost student knowledge. Spearheaded group tutoring sessions to help students struggling in similar areas. Coached and mentored junior tutors on successful classical education teaching strategies and time management.

Self-Employed / Freelance Photographer and Graphic Design
April 2012 - September 2018, Throughout NH

Planned and prepared for all on-location shoots. Inspected proofs to ensure the quality of prints, adjusting and retouching as necessary. Applied digital styling techniques to enhance photos. Maintained consistent use of graphic imagery in materials and other marketing outreach. Edited existing PowerPoint slides to enhance the corporate message. Updated computer graphic files using graphics software programs. Generated computer graphics and page-layout software, graphic elements and photography. Provided high-quality results in a timely manner.

Education

Plymouth State University / English Education
August 1999 - June 2000, Plymouth

Laconia High School/ High School Diploma
August 1998 - June 1999, Laconia

Certifications and Trainings

2019-02

Pyramid Model Infant/Toddler Modules 2 & 3

ASQ: Introduction to Watch Me Grow for Coos County Early Childhood Professionals

Pyramid Model Peer-to-Peer Practice-Based Coaching

Parents Interacting with Infants (PIWI)

Pyramid Model Preschool Modules 1, 2, & 3

CCAR Ethical Considerations for Recovery Coaches

Growing Great Kids: Prenatal to 36 Months Tier I

Certified TIPITOS Observer (certification date 07.19.19)

Certified TPOTS Observer (certification date 07.16.19)

Be Strong Families Parent Cafe Training

Recovery Coach Academy

NH Child Care Licensing Orientation for Licensed and License-Exempt Providers

2020

Equity, Autonomy and Substance Use Disorder: Lifecourse Considerations for Pregnant and Parenting People

Strengthening Families Framework Overview & Community Cafe

Certificate in Grandfamilies Leadership

2021

Boundary Spanning Leadership

Performance Evaluation

SBC Initial Training Course (Solution-Based Casework)

Motivational Interviewing: The Basics

Intermediate Motivational Interviewing

Motivational Interviewing: Advancing the Practice

MITI Coding

2022

Enneagram Spectrum Training & Certificate Program

Great Kids REMAP

Motivational Interviewing: MICA and Coaching

Matthew Buteau, LCMHC

PROFESSIONAL EXPERIENCE

Clinical Director, The Family Resource Center of Northern New Hampshire
2022- Present

Director, Reunification and Recovery Services, The Family Resource Center of Northern New Hampshire December 2018 - 2022

Program Development and Supervision for family-based programs associated with family reunification and Division of Children Youth and Families (DCYF). Programs include: Strength to Succeed, Child Health and Home-Based Therapeutic Services (HBTS). Program Support/Supervision for leadership and staff to include addiction/recovery support, behavioral health support, behavior management, parent education, household management, healthcare management, nutritional education, community resource and support and supervised visitation/family time.

Outpatient Mental Health Clinician January 2018 – December 2018 Northern Human Services - Berlin, NH

Provided outpatient therapy or counseling for children, families and adults to improve emotional health and well-being. Required to formulate a diagnosis and treatment plans while implementing effective treatment modalities. Participated in the intake process, screening process, and provided emergency support to ensure effective interventions. Developed and maintained relationships with local schools to support and formulate Individualized Education Plans.

Substance Abuse/Mental Health Counselor 2016 – 2018 (Part-Time/Full-Time) North Country Health Consortium, Alcohol and Other Drug Services, Friendship House, Bethlehem, NH

Participated in many clinical and operational capacities for both residential and outpatient setting. Although primarily as a counselor, I also supported staff with training, group facilitation and advocacy. Provided outpatient therapy or counseling for adults to improve emotional health and well-being and ongoing difficulties with substance abuse. Required to formulate a diagnosis and treatment plans while implementing effective treatment modalities. Participated in the intake process, screening process, and provided emergency support to ensure effective interventions. Developed and maintained relationships with local agencies such as hospitals and police departments.

School Counselor 2016 – 2017 Berlin Public Schools, Brown Elementary School – Berlin, NH

Provided ongoing emotional/behavioral support throughout the school to include individual and group counseling. Spend time in each class supporting Social Emotional Learning (SEL) and skill development in the areas of, but not limited to, focus and self-control, perspective taking, communication, critical thinking, and engaged learning.

Program Coordinator 2015 – 2016 Becket Family of Services – Madison and Bethlehem, NH

Provided direct / indirect guidance to direct care staff regarding clinical programming and treatment expectations. Ensured facility compliance with all regulatory and accreditation guidelines and expectations. Ensured compliance and completion of all documentation requirements for the facility. Through community-based services, assist people with a mental illness (included integrated dual diagnosis) manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, advocacy, crisis intervention, referrals, service monitoring and outreach.

Adjunct Faculty/Instructor (Human Services and Criminal Justice) 2013 – 2018 Springfield College, School of Professional Studies, VT 2012 – 2016 White Mountains Community College, Berlin, NH

Trained and educated aspiring Human Service and Criminal Justice professionals seeking their Associate, Bachelor or Master's Degree. Courses included but not limited to: Introduction to Human Services, Introduction to Criminal Justice, Crisis Intervention, Behavioral Modification, Counseling Modalities, Counseling Theory and Technique, Professional Ethics and Human Growth and Development. Understood and utilized available technology as communication and data gathering tools and integrated technology into curriculum and classroom presentations. Created a learning climate of mutual respect and fairness. Encouraged creative and critical thinking. Actively engaged students in the learning process. Encouraged student responsibility for learning.

Outpatient Mental Health Clinician 2010 – 2015 Northern Human Services Berlin, NH

Provided outpatient therapy or counseling for children, families and adults to improve emotional health and well-being. Required to formulate diagnosis and treatment plans while implementing effective treatment modalities. Participated in the intake process, screening process, and provided emergency support to ensure effective interventions. Developed and maintained relationships with local schools to support and formulate Individualized Education Plans.

Emergency Services Clinician 2006 – 2015 Northern Human Services Catchment Area 1, NH

Provided community-based emergency assessment and brief treatment services with solution focused therapy to mental health clients. Also provided short-term crisis support for consumers in our crisis stabilization program. Duties involved telephone and face-to-face client interactions

at the Mental Health Center, emergency departments and police stations. Worked closely with hospitals, courts, law enforcement, and other agencies. Completed documentation needed and participated in hearings as applicable.

Case Manager/ Service Coordinator 2000 – 2010 Northern Human Services
Berlin, NH

Through community based services assisted people with a mental illness (included integrated dual diagnosis) manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, advocacy, crisis intervention, referrals, service monitoring and outreach.

EDUCATION

2010 Master of Science, Human Services with a focus in Mental Health Counseling
Springfield College, St. Johnsbury, VT

2005	Bachelor of Science, Human Services	Springfield College, Springfield, MA
1998	Associate of Science, Criminal Justice	NHTI Community College, Concord, NH

ADDITIONAL TRAINNGS, SKILLS, AND ABILITIES

Myers-Briggs Type Indicator (MBTI) Facilitator

Motivational Interviewing (MI), Advanced Training

Dialectical Behavior Therapy Intensive Training (Adults and Adolescents)

Illness Management & Recovery, Group Facilitator

North Carolina Family Assessment Scale (NCFAS-G+R)

Recovery Coach Academy (RCA)

Assertive Community Treatment (ACT)

Solution Based Casework (SBC)

Boards, Committees, Volunteering, Recognition and Memberships

NH Father Engagement Action Team (FEAT) 2020 – Present

North Country Father Engagement Action Team (NC-FEAT) 2020 - Present

Better Together Steering Committee 2018 - Present

Fathers and Continuous Learning Dissemination Pilot Project 2022 – Present

Parent Partner Learning Collaborative 2021 – Present

Building Futures Together HRSA Grant Leadership Team

Berlin Board of Education (School Board), Berlin Public Schools, Berlin, NH. January 2020 – Present, Vice Chair Person 2021 – Present

Berlin Housing Authority, Berlin, NH. January 2012-2014

2014 Gus Rooney Volunteer of the Year Award, awarded by the City of Berlin, NH along with the Berlin, NH Recreation Department.

PEGGY LEE BRICKLEY

PROFESSIONAL EXPERIENCE

The Family Resource Center 2014- Present
Program Administrator

Mt. Madison Inn & Suites 2014-2015
Front Desk/Guest Services
Make and confirm reservations; Greet guests as they arrive; Handle guest check-ins and check-outs appropriately; Take calls and provide information; Clean and maintain lobby and common areas; Balance cash at end of shift and generate accounting reports

Old Republic Title Insurance Company 2011-2012
Title Examiner
Examine, analyze and evaluate records on titles of real estate properties; Assign title search orders to title searchers and monitor orders to insure turnaround requirements are met; Examine title documents filed in the public records and prepare final title report for real estate transactions

Bank of America 2010-2011
Customer Assistance/Collections

Self Employed 2004-2010
Title Searcher
Data preparation, filing documents necessary for property settlements, review of titles for liens, encumbrances and judgments, document all right of ways, easements and recorded surveys affecting property, recording of applicable mortgage and deed transfers and parcel plots

Delaware Title Services, LLC 2007-2008
Title Searcher
First American Title Insurance Company 2001-2004
Title Searcher
Gregory W. Williams, PA 1998-2001
Title Searcher
Hudson, Jones, Jaywork, Williams & Liguori 1996-1998
Title Seacher
Clean-Net USA, Inc 1993-1995
Jr. Accountant
Artisans' Bank 1988-1993
CSR/Teller
Brooks Armored Car Service, Inc 1986-1988
Money Room Supervisor

EDUCATION

Delaware Technical & Community College 2000
Associates Applied Science Business Admin - Graduated Magna cum Laude

Clarissa Gibbons

Objective: To obtain a challenging position that is working with families and children in a community or school setting to enrich their future goals.

Professional Experience

2021-Present Family Resource Center, Gorham New Hampshire
Family Support Specialist

2019-2021 Gorham Middle/High School, Gorham, New Hampshire
Paraeducator

- Working with middle school students with intensive needs, in Special Education. Intensive Needs include: Autism Spectrum, seizure disorder, cerebral palsy, and students with multiple disabilities.
- Strive to meet Individualized Education Program (IEP) goals working directly with special educator, speech pathologist, and classroom teachers.
- Worked with multiple middle school students on IEP's in mainstream classrooms with special educator and classrooms teachers to achieve goals as specified, both in person and on-line.
- Small group assistance under special educator's guidance, i.e., social thinking, reading group, math group.

2019-Northem Human Services, Berlin, New Hampshire
Community Integrator

- Working with high school aged individuals and adults with intensive needs. Intensive Needs include: Autism Spectrum, seizure disorder, cerebral palsy, and students with multiple disabilities.
- Introduced clients into the community by learning life skills for their post-education experiences.
- Worked with multiple middle school students on IEP's in mainstream classrooms with special educator and classrooms teachers to achieve goals as specified
- Interfaced with Northern Human Services personnel on each client assigned and provided reports and updates, as required.

2011-2019 - Winooski School District, Winooski, Vermont
Instructional Assistant/Paraprofessional

- Working with high school students or young adults on the Intensive Needs One on One Team. Intensive Needs include: Autism Spectrum, seizure disorder, cerebral palsy, and students with multiple disabilities.
- Strive to meet Individualized Education Program (IBP) goals working directly with special educator, speech pathologist, physical therapist, occupational therapist and classroom teachers.
- Introduced students into the community by learning life skills for their post-education expenences.
- Worked with multiple middle school students on IEP's in mainstream classrooms with special educator and classrooms teachers to achieve goals as specified.
- Small group assistance under special educator's guidance, i.e., social thinking, reading group,

math group.

2008-2011 - 40 South Summit Street, Essex Junction, Vermont
In Home Daycare Provider

- Provided a safe and healthy environment for two preschool children on a full-time basis.
- Activities included trips to the park, the library, museums and educational games and toys at home. Provided healthy meals and snacks as well.

2006-2008 - Saint Francis Xavier School, Winooski, Vermont
Co-Director, After School Program and Lunch Coordinator

- Responsible for developing and maintaining and after school program for approximately 30 students, ages four to thirteen.
- Duties included scheduling employees, purchasing supplies, interacting with parents, track in student hours, and input on employee hiring.
- Additionally responsible for planning activities, homework club, developed summer 2008 program.
- Created interactive environment to encourage students' creativity and knowledge.
- Set-up and prepared lunchroom as well as served meals to 150 students daily.
- Ordered and stocked supplies for the lunch program.

Education

1998-1999 Community College of Vermont, Burlington, Vermont
Awarded Associates of Arts Degree in Liberal Studies - 3.2 GPA

1995-1996 Trinity College of Vermont, Burlington, Vermont
Candidate for Bachelor of Arts Degree in Elementary Education

Professional Development

- 2018 - Trauma Training II, Basic Introduction to TCI Training
- 2017 - CPR/ First Aid, Trauma Training I
- 2016 - Behavioral Training II
- 2015 - Certified CPR/First Aid, Behavioral Training I
- 2014 - Introduction to Autism Spectrum Disorders
- 2013 - Introduction to Behavior Management Autism Spectrum Program
- 2012 - Maximizing the Effectiveness of Paraprofessional in Inclusive Settings, Response to Intervention: Intervening with Students in Mathematics
- 2011 - Teaching With Poverty in Mind, Multiple Instruction for Students with Autism

References

- Will be furnished upon request

Benjamin Mafera

EDUCATION

Quincy College-Quincy, MA — December 2015
Completed Relevant Coursework in the following:
- -Child Development
- -Children with Special Needs
- -Children's Health and Nutrition
- -Infant/Toddler Development

University of New Hampshire, Durham, NH — December 2007
Bachelor of Music in Music Education, Summa Cum Laude – 3.76 GPA

CERTIFICATIONS

Music Together Teacher Training — April 2011
Music Together Certificate

WORK EXPERIENCE

Family Support Specialist- Berlin NH — May 2021- Present
The Family Resource Center

BNM Music -Berlin, NH — August 2008-Present
President
Self Employed music educator. Provide one-on-one instruction in piano, voice, and guitar to students ranging from 5-65 years of age based upon the principles of the Kodály Concept. Develop unique curriculm and lesson plans to accommodate a wide variety of ages and learning styles. Maintain all records and files. Handle all phone and email correspondence.

Beacon ABA Services-Milford, MA — February 2017-August 2017
Associate Behavior Therapist
Perform In home visits to families of children with autism. Work directly with children with autism using predominantly discrete trial training and task analysis to promote certain behaviors. Use Picture Exchange Communication System (PECS) to facilitate communication. Collaborate with BCBA and Behavior Therapists to help create a comprehensive plan for each child. Help educate parents both formally and informally. Interpret data to create unique sessions for each child. Tabulate and record all data at end of sessions.

South Shore YMCA-Quincy, MA — July 2012-May 2018
Preschool Teacher/Music Specialist
Worked in various roles as preschool teacher, toddler teacher, and lead toddler teacher. Served as music specialist for the center. Design and implement curriculum for both preschool and toddler age. Assess and screen students using various means (High Scope COR, Teaching Strategies Gold, and ASQ.) Meet with parents both formally and informally to discuss student progress. Create safe and nurturing environment to facilitate child development.

Massachusetts Public Schools-Various August 2008 – June 2011
General Music Teacher and Choral Director
Design and implement a sequential and skill based general music curriculum centering on music literacy. Develop and present lessons based upon aforementioned curriculum to students in grades 1-5. Tailor all lesson plans, taking ability and learning styles into account. Promote awareness of music in our world through singing, playing instruments, movement, and listening activities. Prepare all students for winter and spring concert performance. Direct 5th grade musical. Develop before school chorus and increase enrollment from 25 to 60. Serve on committee to revise fine arts curriculum.

VOLUNTEER EXPERIENCE

Unity Christian School-Berlin, NH January 2021-Present
Volunteer Music Teacher
Create lessons for mixed age students in small Christian School for students ranging from 1st grade to high school senior.

AIMEE LAWSON

Education

Associates Degree in Early Childhood Education
White Mountains Community College, Berlin, NH, September 2015-May 2019

Entry Level Child Care Certificate
White Mountains Community College, Berlin, NH, January 2014-August 2015

Experience

Family Support Specialist, Family Resource Center, Gorham, NH, July 2019-Present

- Provide ongoing support to families with supervised visits, and work with DCYF for reunification
- Assist families in learning parenting skills, and understanding early childhood development
- Complete documentation, and Medicaid billing

Associate Preschool Teacher, Littleton Head Start, Littleton, NH, September 2014-May 2019

- Assisted in the care and education of 17 preschool aged children in a center-based setting
- Created weekly developmentally appropriate lesson plans, and maintained a safe and caring environment
- Used weekly child observations to create individual assessment portfolios using Teaching Strategies Gold
- Worked 40 hours per week

Assistant Toddler Teacher, Creative Kids Learning Center, Whitefield, NH, March 2012-July 2014

- Assisted in the care of 7 toddlers in a center-based setting, and maintained a safe and nurturing environment
- Assisted in preparing for weekly activities, and assisted with child observations
- Worked 40 hours per week

Substitute Teacher, Lakeway Elementary School, Littleton, NH, September 2011-March 2011

- Substitute taught in K-5 classrooms
- Worked for 12-18 hours per week

Related Workshops/Training

Ages and Stages Developmental Screening
Participated for 1.5 hours Gorham NH 1.29.2020
Child Health Training
Participated for 2 hours on 12/11/2019
Recovery coach academy
Participated in July 2019
New Hampshire Training Institute on Addictive Disorders: HIV trends & treatment
Participated for 6 hours on August 2019
Pyramid Model: Module 2, Littleton, NH. 2018
Participated for 5.5 hours
Active Supervision, Littleton, NH. 2018
Participated for 3 hours
Data Analysis, Littleton, NH. 2018
Participated for 1 hour
Exploring Mathematics with Creative Curriculum in Preschool, Littleton, NH. 2018
Participated for 5.5 hours
Linking Curriculum and Assessment, Littleton, NH. 2018
Participated for 5.5 hours
Home Visitor Safety, Littleton, NH. 2018
Participated for 2.5 hours
Sudden Infant Death Syndrome (SIDS) and Prevention of Shaken Baby Syndrome and Abusive Head Trauma, Littleton, NH 2014-2017
Participated for 1 hour
Trauma Informed Early Childhood Services, Littleton, NH. 2015, 2016
Participated for 8.5 hours total
HS Early Learning Outcomes Framework, Littleton, NH. 2016
Participated for 1.5 hours
Staff Well-Being, Littleton, NH. 2016
Participated for 3 hours

ASQ, Littleton, NH. 2018
Participated for 1.5 hours
OSHA and Fire Safety, Littleton, NH. 2015
Participated for 1.5 hours
Team Building, Littleton, NH. 2015
Participated for 1.5 hours
TCCAP HR Policies, Procedures, Benefits, TCHS Program Governance, Family Engagement, ASQ, Littleton, NH. 2015
Participated for 3.5 hours
Administering Medication in Child Care Settings, Littleton, NH. 2014-2018
Participated for 1 hour each year
Building and Physical Premises Safety in New Hampshire, Littleton, NH. 2014-2018
Participated for 1 hour each year
Emergency Preparedness and Response Planning, Littleton, NH. 2014-2018
Participated for 1 hour each year
Food Allergies: Recognizing Allergic Reactions and Meal Planning in Child Care and Afterschool Settings, Littleton, NH. 2014-2018
Participated for 1 hour each year
Infectious Disease Control: Kick Those Germs to the Curb!, Littleton, NH. 2014-2018
Participated for 1 hour each year
New Hampshire Child Care Licensing Orientation for Licensed & License-exempt Providers, Littleton, NH. 2018
Participated for 1 hour
Recognizing and Reporting Suspected Child Abuse in New Hampshire, Littleton, NH. 2014-2018
Participated for 1 hour each year
Behavioral Management: TS Gold Hatch, Littleton, NH. 2014
Participated for 6.5 hours
Working with Families with Mental Illness, Littleton, NH. 2014
Participated for 5.5 hours

Activities

Phi Theta Kappa Honor Society, 2016-present
Mentored Early Childhood Students at White Mountains Community College, 2016-2017

Honors/Awards

President's Leadership Award, 2017
Vice President's List & President's List, White Mountains Community College, 2014-2019

References

Available upon request

Natalie Marquis

Experience

Family Resource Center- Family Support Specialist
2021- Present

IGA, Colebrook NH- Assistant Department Manager
Dec 2020- 2021

Wear Gloves, Ocala, FL- Community Volunteer
Jan 2017- Dec 2020

Brick City Center for Arts, Ocala FL- Gallery Volunteer
Feb 2016- Dec 2020

Studio 200 Salon, Ocala FL- Salon Receptionist,
Apr 2019- Feb 2020

Vacation Bible School Volunteer, Ocala FL- Small Group Leader
1999-2019

Respite Sitter, Oscala, FL- Occasional Babysitter
2012-2014

Education

Cosmetologist June 1984

Serena Webster

WORK EXPERIENCE

FAMILY SUPPORT SPECIALIST

Family Resource Center-Gorham, NH

July 2022-current

- Provide routine home visiting within the family's home
- Assist families in establishing goals and a plan for accomplishing those goals
- Provide strength-based family-centered interventions that assist in enhancing the parent-child relationship, build upon parenting skills and improve the family support system
- Complete routine screenings and provide referrals as needed to support family needs
- Complete documentation and weekly notes for each family served; notes must be completed by end of the week

PARAPROFESSIONAL

White Mountains Regional School District - Whitefield, NH

April 2018 to October 2021

- Assist classroom teachers with academic instructional time to special needs students
- Redirect students with behavioral issues
- Empower students through programs designed to enhance their academic and social achievements
- Act as a nurturing and encouraging influence for students during lessons • Monitor the classroom and minimize distractions and disruptions

Case Manager/Consumer Directed Assistant

Northern Human Services - Whitefield, NH.

September 2017 to April 2018

- Provide support to adults with mental health disabilities
- Provide support and guidance to families by coordinating, advocating, monitoring, evaluating, referring and assessing services provided and needed. • Transport individuals to and from medical appointments
- Assist individual with grocery shopping
- Support and transport individual to volunteer work in the community

Registration Clerk

Memorial Hospital - North Conway, NH

November 2016 to September 2017

- Confirm patient health insurance information upon arrival
- Collect information from incoming patients regarding services needed, insurance available, or financial status.
- May assist in completion of admissions or insurance forms.
- Follow up telephone calls to patients reminding them of upcoming Dr appointments

CLAIMS EXAMINER

Social Security Administration- Department of Disability Services-Boston, MA

May 2009-May 2016

- Determine initial approvals and denials of applicants' medical eligibility for Social Security Disability
- Request applicants medical records from applicant, representative, or doctor
- Gather vocational information from the applicant
- Schedule consultative exams as needed
- Review medical evidence to make a disability determination with the assistance of the medical consultant

Education

Bradford College

Haverhill, MA

Bachelor of Arts-Sociology

September 1994 to May 1998

Alicia Clauss

Skills

- Empathetic
- Strong Organizational Skills
- Energetic
- Dependable
- Problem Solving
- Verbal and written communication
- Knowledge of ASI
- Knowledge with certain sensory issues
- Down Syndrome knowledge

Work History

Family Support Specialist- *The Family Resource Center*
2020- Present

Speech Language Pathologist Assistant- *Northern Human Services*
2017- 2020
Implemented diverse therapy techniques recommended by a supervising Speech Pathologist. Delivered information to parents on implementation methods for modeled interventions.

LNA- *Country Village Nursing Home*
2007-2007
Provided the highest quality of care to patients and their families. Provided quality nursing care in accordance with resident care policies and procedure.

Education

2014- Granite State College, Concord NH
Associates Degree- Communication of Sciences and Disorders

2006- Clinical Career Training, Lancaster NH
LNA License

2005- White Mountain Community College- Berlin NH
General Studies

CONTRACTOR NAME

Key Personnel

Name	Job Title	% Paid from Contract	Amount Paid from Contract
Patricia Stolte	Executive Director		
Ashlie Micucci	Director of Reunification & Recovery	34%	$16,972
Gabrielle Flanders	Director of Family Support	9%	$4,668
All Joseph	Program Manager	100%	$46,246
Tikatia Morris	Training Manager	14%	$4,981
Leah White	Quality Assurance Manager	9%	$3,604
Peggy Brickley	Programs Administrator	14%	$6,477
Tina Holmes	Family Engagement Liaison	100%	$36,400
Jubilee Morris	Quality Assurance	100%	$14,560
Meghan Theberge	Family Support Specialist	100%	$32,760
Victoria Kennett	Family Support Specialist	100%	$33,907
Brittany Walker	Family Support Specialist	100%	$32,760
Tia Brownell	Family Support Specialist	100%	$33,215
Abigail Deane	Family Support Specialist	100%	$32,760
Chantal Bedard	Family Support Specialist	100%	$32,760

22 mw

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

October 20, 2020

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

REQUESTED ACTION

Action 1: Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into contracts with the vendors listed below in an amount not to exceed $22,140,059 to provide case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Division for Children, Youth, and Families (DCYF), with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2024. 100% General Funds.

Action 2: Further authorize an advance payment in the amount of $3,154,971 to the vendors listed below, in accordance with the terms of the contracts, effective upon Governor and Executive Council approval. 100% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Waypoint Manchester, NH	17766-B002	Claremont, Concord, Conway, Keene, Laconia, Manchester, Rochester, Seacoast, Southern	$19,895,531
The Family Resource Center at Gorham Gorham, NH	162412-B001	Berlin and Littleton	$2,244,528
		Total:	**$22,140,059**

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102/500731	Contracts for Prog Svc	42105893	$4,409,446
2022	644/504195	Contracts for Prog Svc	42105893	$5,671,271
2023	644/504195	Contracts for Prog Svc	42105893	$6,029,671
2024	644/504195	Contracts for Prog Svc	42105893	$6,029,671
			Total	$22,140,059

EXPLANATION

The purpose of this request is for the Contractors to provide support, case management, and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with the Department's Division for Children, Youth and Families (DCYF).

One of DCYF's goals is to prevent families who come to the attention of the Division from requiring future DCYF intervention. Today, many of the families who receive a Child Protective Services (CPS) assessment (i.e., investigation) for child abuse/neglect return to DCYF for further intervention. A recent analysis[1] found that 32% of all families assessed by DCYF in calendar year 2017 returned to DCYF for a subsequent assessment within 12 months (and 40% returned within 18 months). This rate is higher for families assessed to be at high- or very high-risk for subsequent involvement using an actuarial risk assessment tool, rising to 45% and 54% for 12 and 18 months respectively. This cycle of recurrence suggests families' underlying needs and challenges linked to child abuse/neglect are not being sufficiently addressed.

However, until recently, DCYF has been unable to provide supports and services to prevent recurrence to many of the families that could benefit most. Traditionally, DCYF has assessed many families but provided ongoing services to a small few. This is because – prior to the reintroduction of voluntary services by the legislature in SFY2018 – DCYF was only allowed to provide ongoing case management and home-based services to families after an assessment if they received a legal finding of child abuse or neglect. But, due to the relatively stringent legal requirements necessary to obtain a court-finding in New Hampshire, many families who are at-risk of future maltreatment have their assessments closed without findings and do not receive ongoing services. As a result, families often need to experience another crisis, and need to re-enter the DCYF system to receive services that strengthen families, enable children to remain safely at home, and prevent future DCYF involvement. DCYF seeks to break this cycle of recurrence by significantly expanding the number of families who receive services on a voluntary basis, focusing on the highest-risk families.

The Contractors will provide a community-based voluntary services program (CB-VS) that will serve these high-risk families who need additional support to prevent future DCYF involvement. After meeting any immediate family needs and developing a service plan, CB-VS providers will help families build and maintain bridges to other parenting, economic, or behavioral/mental health services to address underlying needs, strengthen protective factors, and promote family well-being. The overall outcome goal of CB-VS is to safely prevent families from requiring DCYF intervention in the future.

Approximately 4,000 families will be served from January 1, 2021 to June 30, 2024.

The Contractors will provide services to families who/whom were recently assessed by DCYF for an allegation of abuse or neglect and as part of their CPS assessment were scored as being at high/very high-risk of future DCYF involvement using an actuarial risk assessment tool. Additionally, the Contractors will provide services to clients utilizing the Solution-Based Casework and Motivational Interviewing models with a focus on the following priorities:

- Working in partnership with families
- Focusing on family progress
- Focusing on programmatic solutions to difficult family experiences
- Celebrating family progress

Contractors will provide CB-VS services in two phases:

Phase 1: Referral and Engagement, Family Stabilization, Service Planning

Referral and Engagement: The Contractors will orient the family to the CB-VS and build a rapport so the family will be willing to receive family stabilization supports and participate in service planning.

Family Stabilization: The Contractors will address immediate needs of the family, emphasizing what needs may make it difficult to establish family engagement. Immediate needs include but are not limited to: unstable housing, lack of consistent transportation, inadequate or lack of health insurance, discontinuation of state benefits, health concerns, and hospitalizations.

Service Planning: The Contractors will develop an initial service plan that reflects the goals and perspectives of the family, and the needs identified by the assessment tool.

Phase 2: Service Management, Transition and Closure

Service Management: The Contractors will meet the family's needs and achieve the goals identified in the service plan.

Transition and Closure: Contractors will assess when ongoing case management supports are no longer needed, and develop a plan with the family to transition out of CB-VS and into existing community based supports.

The Department will monitor contracted services using the following performance measures:

	Service Activity:	Key performance metrics:
Phase 1	A.Referral & engagement	• % of referred families who enroll in CB-VS • % of referred families who receive face-to-face meeting within 3 days of referral
	B.Family stabilization	• % of families that are stabilized within the first 30 days
	C.Service planning	• % of families with a case plan within the first 30 days
Phase 2	D.Service management	• Median # of days from initial assessment to enrollment in additional supports and services • % of families who are accessing DCYF paid home-based services • % of families who meet their service plan goals
	E. Transition & closure	• % of families who are successfully established in ongoing supports • % of families who see improvement in assessment tool (to be specified by DCYF) • Family satisfaction with CB-VS (e.g., Net Promoter Score)
Outcomes	% of families referred to CB-VS ** • who have a substantiated allegation of maltreatment within 6 months of the referral date • who have a subsequent assessment (investigation) 6 and 12 months after CB-VS discharge	

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 4/16/2019 through 6/14/2020. The Department received sixteen (16) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions Section 1.1., of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request DCYF will be unable to meet the needs of high risk families who come to DCYF's attention, which would perpetuate a system which is unable to break proactively intervene to prevent child abuse and neglect.

Areas served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

Community-Based Voluntary Services
RFP Name

RFP-2021-DCYF-03-COMMU
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Big Brother Big Sisters of New Hampshire	N/A	100	39
2. Mountain View Counseling	N/A	100	47
3. Easter Seals New Hampshire, Inc.	N/A	100	64
4. Neurodevelopmental Institute of New Hampshire, LLC	N/A	100	64
5. Community Action Partnership of Strafford County	N/A	100	69
6. Family Resource Center at Gorham	N/A	100	85
7. Seacoast Youth Services	N/A	100	71
8. Home Based Collaborative Family Counseling	N/A	100	74
9. Ascentria Community Services, Inc.	N/A	100	75
10. Greater Tilton Family Area Family Resource Center	N/A	100	76
11. Spaulding Youth Center	N/A	100	77

Reviewer Names

1. Athena Cote
2. Cortney Levesque
3. Daryl Tenney
4. Geraldo Pilarski
5. Joseph Ribsam
6. Kati Giovanditto
7. Kristi Hart
8. Marti Ilg
9. Patrick Parkinson
10.
11.
12.
13.

12. VNA at HCS, Inc.	N/A	100	79	14.
13. Northeast Family Services of New Hampshire, Inc.	N/A	100	62	15.
15. Beacon Health Options	N/A	100	87	16.
16. Waypoint	N/A	100	89	17.
16. TLC Family Resource Center	N/A	100	70	18.

Subject: Community-Based Voluntary Services (RFP-2021-DCYF-03-COMMU-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.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Family Resource Center at Gorham		1.4 Contractor Address 123 Main Street, Gorham NH 03581	
1.5 Contractor Phone Number (603) 446-5190	1.6 Account Number 05-095-042-421010-29580000	1.7 Completion Date June 30, 2024	1.8 Price Limitation $2,244,528
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patricia Stolte Date: 10/20/2020		1.12 Name and Title of Contractor Signatory Patricia Stolte Executive Director	
1.13 State Agency Signature DocuSigned by: Joseph E. Ribsam, Jr. Date: 10/21/2020		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by:		On: 10/29/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 10/20/2020

New Hampshire Department of Health and Human Services
Community-Based Voluntary Services

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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

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

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

New Hampshire Department of Health and Human Services
Community-Based Voluntary Services

EXHIBIT B

Scope of Services

1. **Key Definitions**

   1.1. **Date of Referral**: Shall be defined as "the date in which the referral is made". The referral date should correspond with the "Begin date of services", indicated on the Division of Children Youth and Families (DCYF) Service Authorization Form.

   1.2. **Days**: Shall be defined as a complete "overnight", calendar days, and shall include Saturday, Sundays and Holidays.

   1.3. **Face-to-Face**: Shall be defined as the first face-to-face interaction following the Date of Referral in which a provider begins working with the families to deliver Community-Based Voluntary Services (CB-VS). Face-to-Face shall further be defined as in-person interactions; however, DCYF reserves the right to adjust the definition, with a thirty (30) day written or verbal notice to the Contractor agency.

   1.4. **Open Case**: Open case shall be defined as any case opened to DCYF, including assessment, voluntary case, court case with focus on the family served by CB-VS.

2. **Statement of Work**

   2.1. The Contractor shall ensure Community Based-Voluntary Services are available in towns of Berlin and Littleton and CPS District offices of Division for Children Youth and Families. DCYF anticipated to refer from these sources the following number of families in year State Fiscal Year:

      2.1.1. From start of contract to end of SFY21: 40 families

      2.1.2. SFY22: 65 families

      2.1.3. SFY23: 65 families

      2.1.4. SFY24: 65 families

   2.2. The Contractor shall provide case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with DCYF.

   2.3. The Contractor shall provide services described in this agreement to families who/whom:

      2.3.1. Were recently assessed by DCYF for an allegation of abuse or neglect,

      2.3.2. As part of their CPS assessment, were scored as being at high/very high-risk of future DCYF involvement using an actuarial risk assessment tool,

      2.3.3. Did not receive a court finding of abuse/neglect as a result of their DCYF assessment, and

2.3.4. Could benefit from additional supports and be safely served in the community.

2.4. The Department reserves the right to refer other families to ensure adequate caseloads.

2.5. All referrals shall be accepted by the Contractor regardless of any other circumstances.

2.6. The Contractor shall provide services to clients utilizing the Solution-Based Casework and Motivational Interviewing models.

2.7. The Contractor shall provide services in a manner that includes, but is not limited to, the following priorities:

2.7.1. Prioritizing working in partnership with families

2.7.2. Focusing on family progress.

2.7.3. Focusing on programmatic solutions to difficult family experiences

2.7.4. Celebrating family progress.

2.8. The Contractor shall ensure all families receive referral and engagement, family stabilization and service planning activities within thirty (30) days of referral.

2.9. The Contractor shall embed within the local District Office on a semi-regular basis to provide in-person consultation to DCYF field service staff as needed.

2.10. The Contractor shall develop and maintain records on each family, log contact and interactions for each family, and maintain documentation of service plans. They will also maintain up-to-date family information, including contact information and service history.

Phase 1: Referral and Engagement, Family Stabilization, Service Planning

2.11. **Referral and Engagement**: The Contractor shall orient family to the CB-VS (Community–Based Voluntary Service) and build a rapport so the family will be willing to receive family stabilization supports and participate in service planning.

2.11.1. The Contractor shall participate in a warm handoff with the Department assessment worker to introduce the family and ensure a seamless transition from the Department assessment to CB-VS.

2.11.2. The Contractor shall utilize an assessment tool specified by the Department.

2.11.3. The Contractor shall collect basic family information, including but not limited to:
2.11.3.1. Address and Phone number

2.11.3.2. Demographic information including but not limited to: Race, Age of clients, Number of children in the home, Gender of primary care giver(s)

2.11.4. The Contractor shall process and make initial contact with families within three (3) days of receiving DCYF referral.

2.11.4.1. Referral days shall be defined as indicated in Section 1.1 and Section 1.2., and shall conclude on the close of business on the third (3rd) day. For example, families referred on Friday, 10/2/20 at 3:00 p.m. would have until close of business on Monday 10/05/20 to establish initial contact.

2.11.4.1. The Contractor shall maintain the ability to dictate staffing patterns that most appropriately align with this scope of work.

2.11.5. The Contractor shall ensure that families who have disengaged from the program remain connected with the services through persistent follow up including but not limited to: Flexible scheduling and rescheduling, Telephone Correspondence, Digital and personal interactions

2.11.6. The Contractor shall develop referral form in collaboration with the Department.

2.12. **Family Stabilization:** The Contractor shall address immediate needs of the family, emphasizing what needs may make it difficult to establish family engagement. Immediate needs include but are not limited to: Unstable housing, Lack of consistent transportation, Inadequate or lack of health insurance, Discontinuation of state benefits, Health concerns, such as lice outbreaks and bedbugs, hospitalizations,

2.12.1. The Contractor shall develop with the family a near-term plan and address any immediate needs.

2.12.2. The Contractor shall facilitate purchases for the family to address immediate needs, including but not limited to: Lice Treatment, Household items, Cleanup expenses, Gas cards, Items for children.

2.13. **Service Planning:** The Contractor shall develop an initial service plan that reflects the goals and perspectives of the family, the provider worker assigned to support the family and the needs identified by the assessment tool.

2.13.1. The Contractor shall utilize an assessment tool, determined by the Department to understand the needs of the family and identify opportunities to reduce the rate of subsequent DCYF involvement.

2.13.2. The Contractor shall complete all assessments within thirty (30) days, or within Phase 1, as appropriate for family needs.

2.13.3. The Contractor shall support the families in identifying goals for their time in and after the service is complete and identify and prioritize needs and challenges.

2.13.4. The Contractor shall develop an initial service plan in collaboration with the family.

2.13.5. The Contractor shall collaborate with the Department to develop the service plan.

2.13.6. The Contractor shall utilize Department provided criteria, completed assessments, professional judgement, and families input to identify if DCYF-paid, home based services are required.

2.13.7. The Contractor shall verify and update any family information relevant to preparation of Phase 2, as indicated in Section 2.11.3., including but not limited to: Ensuring basic demographic information is up to date, adjusting meeting frequency, duration and times as needed.

Phase 2: Service Management, Transition and Closure

2.14. **Service Management:** The Contractor shall meet the family's needs and achieve the goals identified in the service plan.

2.14.1. The Contractor shall ensure the needs of the family are met and the goals identified in the service plan are met.

2.14.2. The Contractor shall implement the service plan, coordinate critical services with parents, children and youth, including but not limited to:

2.14.2.1. Providing service coordination and system navigation

2.14.2.2. Referring and connecting families to community-based service providers, including but not limited to: Mental Health, behavioral Health, concrete supports and services, DCYF-paid home-based services

2.14.3. The Contractor shall utilize flexible funding, where applicable, to facilitate purchase to help the family successfully access supports and services.

2.14.4. The Contractor shall pre-plan for formal transition from CB-VS services, including for instances where the family has only received minimal service management.

Other requirements

2.15. The Contractor shall obtain, at their expense, a Criminal Background Check for all staff, including volunteers, providing direct services to clients under the contract.

2.16. The Contractor shall ensure staff have no convictions for the following crimes:

2.16.1. A felony for child abuse or neglect, spousal abuse, and any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;

2.16.2. A violent or sexually related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; and

2.16.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(s0)(A)(ii).

2.17. The Contractor shall report to DCYF Central Intake any suspicion of child abuse or neglect.

3. Exhibits Incorporated

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

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

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

4. Reporting Requirements

4.1. The Contractor shall submit monthly reports, which include, but are not limited to: Data to support performance improvement activities.

4.2. The Department reserves the right to request and the Contractor agency shall provide information on the following: What families benefited from flexible fund purchases, how much was spent per family (both average and individual families) and what the flexible funding money was spent on.

4.3. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

4.4. The Department reserves the right to request service plan and other documentation, as indicated in Section 2.13., to comply with federal requirements upon request.

5. Performance Measures and Performance Metrics

5.1. In order for the Department to monitor Contractor performance, the Contractor and the Department shall hold monthly provider meetings focused on performance topics including but not limited to: persistent follow-up on referrals, service completion, use of home-based services, long-term program outcomes, and equitable service delivery.

5.2. The Contractor shall monitor the Contractor's performance by using the following performance metrics:

EXHIBIT B

Service Activity:		Key performance metrics:
Phase 1:	A. Referral & engagement	• % of referred families who enroll in CB-VS • % of referred families who receive face-to-face meeting within 3 days of referral
	B. Family stabilization	• % of families in crisis that are stabilized within the first 30 days
	C. Service planning	• % of families with a case plan within the first 30 days
Phase 2:	D. Service management	• Median # of days from initial assessment to enrollment in additional supports and services • % of families who are accessing DCYF paid home-based services • % of families who meet their service plan goals
	E. Transition & closure	• % of families who are successfully established in ongoing supports • % of families who see improvement in assessment tool (to be specified by DCYF.) • Family satisfaction with CB-VS (e.g., Net Promoter Score)
Outcomes:	% of families referred to CB-VS ** • who have a substantiated allegation of maltreatment within 6 months of the referral date • who have a subsequent assessment (investigation) 6 and 12 months after CB-VS discharge	

** Six (6) month time period will be calculated based on consecutive "overnights" and shall conclude on the close of business on the last day of the six (6) month period.

5.3. Additional Key output and process metrics:

- # of families currently enrolled in CB-VS and % of CB-VS slots currently used
- # of families that are offered CB-VS and % of offered families who decide to receive CB-VS
- # of families who receive a warm handoff to the CB-VS provider
- # of referrals, including the number in the defined target population and % of referrals in the CB-VS defined target population
- # of enrollees, including the number in the defined target population and % of enrollees in the CB-VS defined target population
- # of days from DCYF assessment start date to referral date
- # of days from referral date to first face-to-face meeting
- # of days from first face-to-face meeting to family stabilization date
- # of days from first face-to-face meeting to initial service plan finalization date
- # of days from service management start date to service management end date
- # of days from service management start date to service goal 1, 2,..., etc. achieved date
- # of days from transition start date to closure date
- % of clients who respond to Net Promoter survey

5.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

5.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

5.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5.7. The Department reserves the right to evaluate the program for effectiveness of service delivered during the duration of the contract.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

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

6.2.1. The Contractor shall submit, within ten (10) days of the Contract 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.

6.3. Credits and Copyright Ownership

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

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

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

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

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

7. Records

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

7.1.1. 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.

7.1.2. 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.

10/16/2020 7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

Patricia Stolt
Patricia Stolt
Executive Director

7.1.4. Medical records on each patient/recipient of services.

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

New Hampshire Department of Health and Human Services
Community-Based Voluntary Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds and as applicable as federal funding is anticipated for this contract.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-recipeint, in accordance with 2 CFR 200.330.
   2.2. The Contractor's Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Start Up Grant
   3.1. For the purpose of this agreement, the start-up funds **in the amount of $430,000** will be provided to the Contractor for the expenses incurred to launch services described in this Agreement.
   3.2. The Department shall make one lump sum payment to the Contractor within thirty (30) days of the Contract Effective Date.
   3.3. The Contractor shall submit a quarterly report to the Department within fifteen (15) days of the end of the reporting period, detailing all start up expenditures.
   3.4. All unspent funds shall be returned to the Department twelve (12) months after the Contract Effective Date
4. Flex Funding
   4.1. For the purpose of this agreement, the Department shall allocate flexible funding to the Contractor agency to fullfill the work described Exhibit B, Scope of Work.
   4.2. The Department shall make payment as follows:
      4.2.1. One lump sum **payment of $35,700** within thirty (30) days of the Contract Effective Date, equivalent to an estimated two years worth of flexible funding.
      4.2.2. The necessity and the amount of additional flexible funding for the State Fiscal Year 2022 will be determined by the Department. The funds will be provided only if additional funds are needed to sustain flexible funding. Any additional payment shall be made within thirty (30) days of the beginning of the State Fiscal Year.
      4.2.3. One lump sum **payment of $22,750** in State Fiscal Year 2023 of the contract, to be paid within thirty (30) days of the beginning of the State Fiscal Year.

4.2.4. One lump sum **payment of $22,750** in State Fiscal Year 2024 of the contract, to be paid within (30) days of the beginning of the state fiscal year.

4.2.5. Additional funding increases awarded in State Fiscal Year 2023 and State Fiscal Year 2024 shall be used to increase the account as needed to an amount not to exceed $22,750.

4.3. Upon the Contract Completion Date, the Contractor shall return to the Department any remaining flex funds within thirty (30) days.

4.4. The Contractor shall not utlize flexible funds prior to the initial "face-to-face" (but can use it for the face-to-face).

4.5. The Contractor shall manage flexible fund allocations in a manner consistent with Exhibit B, Scope of Work, and shall have the ability to vary the amount of flex funds spent to support each family (e.g., some families can get $500 and others can get $150 or any other amount needed to support the family).

4.6. The Department reserves the right to request and the Contractor shall provide information on the following:

4.6.1. What families benefited from flexible fund purchases

4.6.2. How much was spent per family (both average and individual families)

4.6.3. What the money was flexible funds were spent on

5. Daily Rate

5.1. For the purpose of this agreement, a daily rate shall be paid in the amount of $55.00 per client (family) per day.

5.2. Payment shall be on a monthly basis and follow a process determined by the Department.

5.3. Maximum alotment for daily rate expenditure by fiscal year is as follows:

Sub-total: **$1,699,500**

Year 1: $90,750

Year 2: $536,250

Year 3: $536,250

Year 4: $536,250.

5.4. Payment for daily rate shall be initated six (6) months from the Contract Effective Date and shall follow a process determined by the Department.

6. Bonus Payment

6.1. For the purpose of this agreement, bonus payments shall be paid to the Contractor agency upon delivery of the following:

6.1.1. Services and data as indicated in Exhibit B, Section 2, Scope of Work and Section 5, Performance Measures and Performance Metrics.

6.1.2. Submission of standard payment request form(s).

6.1.3. Submission of any other supplemental bonus payment documents specified by the Department.

6.2. A bonus payment shall be paid for each family who recieves a face-to-face meeting within three (3) days of DCYF referral.

6.2.1. Bonus payment shall be $99.00 per family. This value is equal to 1% of the value of a six(6) month long service.

6.2.2. Face-to-face and referral date shall be defined as indicated in Exhibit B, Scope of Work, Section 1, Key Definitions.

6.3. A bonus payment shall be paid for each family with no new open DCYF case with six (6) months of referral.

6.3.1. Bonus payment shall be $99.00 per family. This value is equal to 1% of the value of a six (6) month long service.

6.3.2. No new open DCYF cases and referral date shall be defined as indicated in Exhibit B, Scope of Work, Section 1, Key Definitions.

6.4. The Contractor and the Department shall send all client information in relation to/or in support of payment, utlizing a secure email system.

6.5. Payment shall be on a monthly basis in an amount specified by the Contractor agency on appropriate documentation.

6.6. The maximum alotment for this contract for each State Fiscal Year is as follows:

Total allocation: **$33,828**

Year 1: $4,578

Year 2: $9,750

Year 3: $9,750

Year 4: $9,750

6.7. The Contractor shall request bonus payments under the following processes:

6.7.1. % of families who receive a face-to-face within 3 days of referral.

6.7.1.1. The Contractor shall enter data into a standard spreadsheet in order to calculcate the bonus amount they are requesting.

6.7.1.2. The Contractor shall then send that spreadsheet back to identified Department staff. The Department shall review the spreadsheet for accuracy on a consistant basis.

6.7.1.3. The Contractor shall request payment on a standard form in an amount equal to that which was calculated on the spreadsheet.

6.7.1.3.1. The form shall be agreed upon by the Department and the Contractor.

6.7.2. % families who do not have a case opened within six (6) months of referral date:

6.7.2.1. The Department shall share with the Contractor, on a monthly basis, a list of clients who have had a case opened with DCYF.

6.7.2.2. Using the information from this list, the Contractor shall request payment on a standard form, agreed upon by the Department and the Contractor.

6.8. The Department reserves the right to delay the monthly payout of bonuses so long as they give prior notice with the Contractor. Rationale for delays shall include but are not limited to:

6.8.1. Absenteeism of finance staff

6.8.2. IT updates or maintinece, etc.

6.9. The Department reserves the right to conduct audits of the Contractors bonus payment reporting and allocations.

7. In lieu of hard 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

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

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

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been

satisfactorily completed in accordance with the terms and conditions of this agreement.

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

12. Audits

    12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

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

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

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

Vendor Initials PS

Date 10/16/2020

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

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

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

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

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

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

Vendor Name:

DocuSigned by:
Patricia Stolte

10/16/2020
Date

Name: Patricia Stolte
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

10/16/2020
Date

DocuSigned by:
Patricia Stolte
Name: Patricia Stolte
Title: Executive Director

Vendor Initials PS
Date 10/16/2020

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

10/16/2020
Date

DocuSigned by:
Patricia Stolte
Name: Patricia Stolte
Title: Executive Director

PS
Contractor Initials

10/16/2020
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

10/16/2020
Date

DocuSigned by:
Patricia Stolte
Name: Patricia Stolte
Title: Executive Director

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:

10/16/2020
Date

DocuSigned by:
Patricia Stolte
Name: Patricia Stolte
Title: Executive Director

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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	Tha Family Resource Center at Gorham
The State by:	Name of the Contractor
Joseph E. Ribsam, Jr.	Patricia Stolte
Signature of Authorized Representative	Signature of Authorized Representative
Joseph E. Ribsam, Jr.	Patricia Stolte
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
10/21/2020	10/16/2020
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Patricia Stolte

10/16/2020
Date

Name: Patricia Stolte
Title: Executive Director

DS
PS
Contractor Initials

10/16/2020
Date

FORM A

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

1. The DUNS number for your entity is: 019150817

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials PS

Date 10/16/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov