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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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

March 12, 2024

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

## REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with the Contractor listed below **in bold**, to provide home visiting services, which was originally competitively bid, by increasing the total price limitation by $56,477 from $1,018,011 to $1,074,488 with no change to the contract completion dates of September 30, 2024, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on March 22, 2023, item #18.

| Contractor Name | Vendor Code | Area Served | Current Amount | Increase (Decrease) | Revised Amount |
|---|---|---|---|---|---|
| VNA at HCS, Inc. Keene, NH | 177274-B002 | Keene Catchment Area | $508,737 | $0 | $508,737 |
| **TLC Family Resource Center** Claremont, NH | **170625-B001** | **Claremont Catchment Area** | **$509,274** | **$56,477** | **$565,751** |
| | | **Total:** | **$1,018,011** | **$56,477** | **$1,074,488** |

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

## EXPLANATION

This request is **Sole Source** because the Department is increasing funding mid-term (not at renewal time) by more than 10% of the contract's original dollar amount due to an identified need for additional services in the Claremont region. The Contractor was originally selected through a competitive bid process and will provide enhanced outreach and support to home-visited families served by the Department's Maternal, Infant and Early Childhood Home Visiting program in the Claremont region.

The purpose of this request is for the Contractor to provide increased staff time dedicated to conducting nurse education home visits to enrolled families in support of improved maternal and child health outcomes. This will allow families in the Claremont region who are identified as having increased health monitoring or education needs to have increased access to nurse home visits at an increased frequency of once per month (instead of the minimum of once per trimester) during pregnancy and four times per year in the first year following a child's birth.

Approximately 25 families will be served by the Contractor during State Fiscal Years 2024 and 2025.

The Contractor will utilize the nationally recognized, evidence-based Healthy Families America (HFA) home visiting model and its Child Welfare Protocols, supported by the approved model enhancement of Registered Nurse home visits. The HFA program demonstrates positive outcomes for families in the areas of positive parenting practices, improved maternal and child health, improved school readiness, increased economic self-sufficiency and parental educational attainment, and increased linkages and referrals to valuable community resources. The HFA model has also demonstrated reduction in child maltreatment and family violence.

HFA is provided in every county in New Hampshire. The program serves prenatal individuals and families with young children up to the age of five (5), located in any county in the State.

The Department will continue to monitor contracted services through:

- Scheduled data reviews to evaluate capacity utilization, service delivery by region, and demographic data to ensure equitable provision of services.
- Quarterly data reviews of program performance across 19 federally defined performance measures.
- Quarterly review of model-specific tracking data to ensure fidelity to the requirements of the evidence-based model.
- Quarterly data reviews to ensure a minimum of seventy-five percent (75%) of expected home visits occur based upon the individual level of service to which each family is assigned.
- Annual sub-recipient monitoring site visits to ensure compliance with contract terms and HFA model requirements, utilizing tools developed by the home visiting program and the HFA model.

Should the Governor and Council not authorize this request, additional families will not have access to education and support from a Registered Nurse in support of positive maternal and child health outcomes.

Area served: Claremont Catchment Area.

Respectfully submitted,

Lori A. Weaver
Commissioner

# FISCAL DETAIL SHEET
## Home Visiting Services (RFP-2023-DPHS-08-HOMEV)

**05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH & NUTRITION, HOME VISITING FORMULA GRANT**
**89% Federal Funds and 11% General Funds**

TLC Family Resource Center - Vendor #170625-B001

| State Fiscal Year | Class/Account | Class Title | Job Number | Revised Modified Budget | Increase (Decrease) Amount | Revised Modified Amount |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for Prgm Srvs | 90083208 | $43,500.00 | $0.00 | $43,500.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $174,000.00 | $0.00 | $174,000.00 |
| 2024 | 102-500731 | Contracts for Program Services | 90005896 | $0.00 | $37,651.00 | $37,651.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $43,500.00 | $0.00 | $43,500.00 |
| 2025 | 102-500731 | Contracts for Program Services | 90005896 | $0.00 | $18,826.00 | $18,826.00 |
| | | | ***Subtotal*** | ***$261,000.00*** | ***$56,477.00*** | ***$317,477.00*** |

VNA at HCS, Inc. - Vendor #177274-B002

| State Fiscal Year | Class/Account | Class Title | Job Number | Revised Modified Budget | Increase (Decrease) Amount | Revised Modified Amount |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for Prgm Srvs | 90083208 | $36,646.00 | $0.00 | $36,646.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $146,583.00 | $0.00 | $146,583.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $36,646.00 | $0.00 | $36,646.00 |
| | | | ***Subtotal*** | ***$219,875.00*** | ***$0.00*** | ***$219,875.00*** |
| | | | **TOTAL** | **$480,875.00** | **$56,477.00** | **$537,352.00** |

**05-95-90-902010-2451-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH & NUTRITION, ARP - MIEC HOME VISITIING**
**100% Federal Funds**

TLC Family Resource Center - Vendor #170625-B001

| State Fiscal Year | Class/Account | Class Title | Job Number | Revised Modified Budget | Increase (Decrease) Amount | Revised Modified Amount |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Rel | 90083206 | $2,454.00 | $0.00 | $2,454.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $9,816.00 | $0.00 | $9,816.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $2,454.00 | $0.00 | $2,454.00 |
| | | | ***Subtotal*** | ***$14,724.00*** | ***$0.00*** | ***$14,724.00*** |
| | | | | | | |

VNA at HCS, Inc. - Vendor #177274-B002

| State Fiscal Year | Class/Account | Class Title | Job Number | Revised Modified Budget | Increase (Decrease) Amount | Revised Modified Amount |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Rel | 90083206 | $4,090.00 | $0.00 | $4,090.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $16,361.00 | $0.00 | $16,361.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $4,090.00 | $0.00 | $4,090.00 |
| | | | *Subtotal* | *$24,541.00* | *$0.00* | *$24,541.00* |
| | | | TOTAL | $39,265.00 | $0.00 | $39,265.00 |

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

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

**50% FEDERAL**

TLC Family Resource Center - Vendor #170625-B001

| State Fiscal Year | Class/Account | Class Title | Job Number | Revised Modified Budget | Increase (Decrease) Amount | Revised Modified Amount |
|---|---|---|---|---|---|---|
| 2023 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $38,925.00 | $0.00 | $38,925.00 |
| 2024 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $155,700.00 | $0.00 | $155,700.00 |
| 2025 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $38,925.00 | $0.00 | $38,925.00 |
| | | | *Subtotal* | *$233,550.00* | *$0.00* | *$233,550.00* |

VNA at HCS, Inc. - Vendor #177274-B002

| State Fiscal Year | Class/Account | Class Title | Job Number | Revised Modified Budget | Increase (Decrease) Amount | Revised Modified Amount |
|---|---|---|---|---|---|---|
| 2023 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $44,053.00 | $0.00 | $44,053.00 |
| 2024 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $176,215.00 | $0.00 | $176,215.00 |
| 2025 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $44,053.00 | $0.00 | $44,053.00 |
| | | | *Subtotal* | *$264,321.00* | *$0.00* | *$264,321.00* |
| | | | TOTAL | $497,871.00 | $0.00 | $497,871.00 |
| | | | GRAND TOTAL | $1,018,011.00 | $56,477.00 | $1,074,488.00 |
| | | | | | | |

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

This Amendment to the Home Visiting Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and TLC Family Resource Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 22, 2023 (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

   $565,751

2. Modify Exhibit B, Scope of Services, Section 3, Statement of Work, Subsection 3.11, by adding Paragraph 3.11.1., to read:

   3.11.1. The Contractor must offer nurse home visits to families identified as having increased health monitoring or education needs at an increased frequency of once per month.

3. Modify Exhibit B, Scope of Services, Section 3, Statement of Work, Subsection 3.29, Performance Measures, Paragraph 3.29.1., to read:

   3.29.1. For services provided for DPHS, the Department will monitor Contractor performance by reviewing indicated reporting requirements on Form 1, which is attached as Attachment 3; and Form 2, which is attached as Attachment 4; and working with the Contractor to select areas to improve upon utilizing CQI strategies through a data driven process. The frequency of nurse home visits will be monitored during annual sub-recipient monitoring site visits.

4. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 72% Federal funds from:

         1.1.1. 63% Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 7, 2021, by the DHHS Health Resources and Services Administration, ALN 93.870, FAIN X10MC43595, and as awarded on September 2, 2022, FAIN X10MC46878.

         1.1.2. 5% American Rescue Plan Act Funding for Home Visiting, as awarded on April 30, 2021, by the DHHS Health Resources and Services Administration, ALN 93.870, FAIN X11MC41935, and as awarded on October 28, 2021, FAIN X11MC45263.

         1.1.3. 32% Administration of Children Youth & Families (ACF), as awarded on October 1, 2022, ALN 93.658, FAIN 2201NHFOST.

      1.2. 28% General funds.

5. Modify Exhibit C-2 Budget Sheet, by replacing it in its entirety with Exhibit C-2 Budget Sheet – Amendment #1, which is attached hereto and incorporated by reference herein.

6. Modify Exhibit C-3 Budget Sheet, by replacing it in its entirety with Exhibit C-3 Budget Sheet – Amendment #1, 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 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

3/26/2024
Date

DocuSigned by:
Iain Watt
Name: Iain Watt
Title: Interim Director - DPHS

TLC Family Resource Center

3/26/2024
Date

DocuSigned by:
Mariah Davis
Name: Mariah Davis
Title: President of the Board

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

OFFICE OF THE ATTORNEY GENERAL

3/27/2024
Date

DocuSigned by:
Robyn Guarino
748734841944460...
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:

RFP-2023-DPHS-08-HOMEV-02-A01 Exhibit C-2 Budget Sheet - Amendment #1

| New Hampshire Department of Health and Human Services | |
|---|---|
| *Complete one budget form for each budget period.* | |
| **Contractor Name:** | *TLC Family Resource Center* |
| **Budget Request for:** | *Home Visiting Services - DPHS - Home Visiting Formula Grant* |
| **Budget Period** | *G&C Approval - June 30, 2024* |
| **Indirect Cost Rate (if applicable)** | 10.00% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $150,330 |
| | |
| 2. Fringe Benefits | $30,066 |
| | |
| 3. Consultants | $0 |
| | |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $1,421 |
| | |
| 5.(a) Supplies - Educational | $1,025 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $130 |
| | |
| 6. Travel | $1,394 |
| | |
| 7. Software | $2,340 |
| | |
| 8. (a) Other - Marketing/ Communications | $301 |
| 8. (b) Other - Education and Training | $1,700 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $1,278 |
| *HFA Affiliation Fee* | $2,425 |
| *HFA Accreditation Fee* | |
| | $0 |
| | |
| 9. Subrecipient Contracts | $0 |
| | |
| **Total Direct Costs** | $192,410 |
| | |
| | |
| **Total Indirect Costs** | $19,241 |
| | |
| **TOTAL** | **$211,651** |

Contractor Initials MD (DS)

Date 3/26/2024

| New Hampshire Department of Health and Human Services | |
|---|---|
| *Complete one budget form for each budget period.* | |
| **Contractor Name:** | *TLC Family Resource Center* |
| **Budget Request for:** | *Home Visiting Services - DPHS - Home Visiting Formula Grant* |
| **Budget Period** | *SFY 2025 (July 1, 2024 - September 30, 2024)* |
| **Indirect Cost Rate (if applicable)** | 10.00% |
| | |
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $44,377 |
| | |
| 2. Fringe Benefits | $8,875 |
| | |
| 3. Consultants | $0 |
| | |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| | |
| 5.(a) Supplies - Educational | $230 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $0 |
| | |
| 6. Travel | $348 |
| | |
| 7. Software | $585 |
| | |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $425 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $320 |
| *HFA Affiliation Fee* | $1,500 |
| *HFA Accreditation Fee* | |
| *Other (please specify)* | $0 |
| | |
| 9. Subrecipient Contracts | $0 |
| | |
| **Total Direct Costs** | $56,660 |
| | |
| | |
| **Total Indirect Costs** | $5,666 |
| | |
| **TOTAL** | **$62,326** |



Contractor Initials DS MD

Date 3/26/2024

# 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 TLC FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 2004. 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: **461338**

Certificate Number: **0006607734**


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of March A.D. 2024.

David M. Scanlan

Secretary of State

## CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of TLC. Family Resource Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 20, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

**VOTED:** That the attached list of individuals (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of TLC Family Resource Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 3/20/2024

Signature of Elected Officer
Name: Megan Blood
Title: Vice President BOD

TLC Approved Signatory

Sarah Maguire

Mariah Davis

Alysse Coffey

Megan Blood

Anne Walsh

DocuSign Envelope ID: 0F8C2F0C-4AAB-48EF-80E0-F7162568FDC3

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2023

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<br>The Hilb Group New England, LLC<br>PO Box 606<br>Keene NH 03431 | CONTACT NAME: John W McGrath<br>PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: jwmcgrath@hilbgroup.com |
| INSURED<br>TLC Family Resource Center<br>P.O. Box 1098<br>Claremont NH 03743 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Philadelphia Indemnity Insurance Co — 18058<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** CL2332954568 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | PHPK2568594 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefit | $ 2,000,000<br>$ 100,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | PHPK2568594 | 07/01/2023 | 07/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Underinsured motorist BI | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Professional Liability | | | PHPK2568594 | 07/01/2023 | 07/01/2024 | Each Occurrence<br>Aggregate | $2,000,000<br>$4,000,000 |

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

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2024

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 | PHONE (A/C, No, Ext): (603) 293-2791 | FAX (A/C, No): (603) 293-7188 |
| 21 Meadowbrook Lane | E-MAIL ADDRESS: fairley@esinsurance.net | |
| P O Box 7425 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Gilford NH 03247-7425 | INSURER A : FirstComp | 27626 |
| INSURED | INSURER B : | |
| TLC FAMILY RESOURCE CENTER | INSURER C : | |
| PO BOX 1098 | INSURER D : | |
| | INSURER E : | |
| CLAREMONT NH 03743-1098 | 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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC0093557-15 | 07/01/2023 | 07/01/2024 | ☒ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

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

CERTIFICATE HOLDER

State of NH Dept of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

FAMILY RESOURCE CENTER

MISSION STATEMENT

The mission of TLC Family Resource Center (TLC) is to promote the optimal health and development of children and families in our region of New Hampshire.

# TLC FAMILY RESOURCE CENTER, INC.

Financial Statements
(With Independent Auditors' Report)

June 30, 2023 and 2022

**TLC FAMILY RESOURCE CENTER, INC.**
June 30, 2023 and 2022

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McSOLEY McCOY & CO.
Certified Public Accountants and Business Advisors

# Independent Auditors' Report

To the Board of Directors of
TLC Family Resource Center, Inc.
Claremont, New Hampshire

## Opinion

We have audited the accompanying financial statements of TLC Family Resource Center, Inc. (a nonprofit corporation, the "Center"), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TLC Family Resource Center, Inc. as of June 30, 2023, 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. Our responsibilities under those standards are further described in the Auditors' Responsibility section of our report. We are required to be independent of the Center 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.

## Emphasis of Matter

As discussed in Note 1(l) to the financial statements, the Center adopted ASC 842, Leases, effective July 1, 2022 using the transition alternative approach. Our opinion is not modified with respect to that matter.

## Responsibilities of Management 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, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

## Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and

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therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center'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.

**Report on Summarized Comparative Information**

We have previously audited the Center's 2022 financial statements and we expressed an unmodified opinion on them in our report dated January 27, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

McSoley McCoy & Co.

South Burlington, Vermont
February 23, 2024
VT Reg. No. 92-349

**TLC Family Resource Center, Inc.**
Statement of Financial Position
June 30, 2023
(With Summarized Comparative Totals as of June 30, 2022)

| | June 30, 2023 | | | As of June 30, 2022 |
|---|---|---|---|---|
| | Without Donor Restrictions | With Donor Restrictions | Total | Totals (Summarized) |
| **Assets** | | | | |
| Cash and cash equivalents | $ 716,487 | $ 173,262 | $ 889,749 | $ 706,744 |
| Accounts receivable | 190,805 | 6,250 | 197,055 | 164,855 |
| Grants receivable | - | 290,000 | 290,000 | 202,500 |
| Prepaid expenses | 1,587 | - | 1,587 | 3,304 |
| Security deposit | 2,000 | - | 2,000 | - |
| Operating lease right of use asset | 460,790 | - | 460,790 | - |
| Property and equipment, net | 445,126 | - | 445,126 | 473,968 |
| **Total assets** | $ 1,816,795 | $ 469,512 | $ 2,286,307 | $ 1,551,371 |
| **Liabilities and net assets** | | | | |
| **Liabilities** | | | | |
| Accrued expenses | $ 120,115 | $ - | $ 120,115 | $ 82,041 |
| Accounts payable | 26,738 | - | 26,738 | 16,697 |
| Operating lease liabilities | 470,580 | - | 470,580 | - |
| Bank loan payable | 82,579 | - | 82,579 | 91,444 |
| **Total liabilities** | 700,012 | - | 700,012 | 190,182 |
| **Net assets** | | | | |
| Without donor restrictions | 1,116,783 | - | 1,116,783 | 1,086,068 |
| With donor restrictions | - | 469,512 | 469,512 | 275,121 |
| **Total net assets** | 1,116,783 | 469,512 | 1,586,295 | 1,361,189 |
| **Total liabilities and net assets** | $ 1,816,795 | $ 469,512 | $ 2,286,307 | $ 1,551,371 |

See accompanying notes to financial statements

**TLC Family Resource Center, Inc.**
Statement of Activities and Changes in Net Assets
For the Year Ended June 30, 2023
(With Summarized Comparative Totals for the Year Ended June 30, 2022)

| | Year Ended June 30, 2023 | | | Year Ended June 30, 2022 |
|---|---|---|---|---|
| | Without Donor Restrictions | With Donor Restrictions | Total | Totals (Summarized) |
| **Support and revenue** | | | | |
| Governmental support | $ 574,233 | $ - | $ 574,233 | $ 637,684 |
| Program fees | 1,159,387 | - | 1,159,387 | 695,684 |
| Foundations and trusts | 158,210 | 559,403 | 717,613 | 564,337 |
| Contributions | 104,039 | 1,576 | 105,615 | 84,647 |
| Interest income | 1,475 | - | 1,475 | 301 |
| In-kind contributions | 646 | - | 646 | 6,600 |
| Net assets released from restrictions | 366,588 | (366,588) | - | - |
| **Total support and revenue** | 2,364,578 | 194,391 | 2,558,969 | 1,989,253 |
| **Expenses** | | | | |
| Program services | | | | |
| Family Support | 1,211,119 | - | 1,211,119 | 921,085 |
| Recovery Programs | 709,387 | - | 709,387 | 451,726 |
| Youth Programs | 19,686 | - | 19,686 | 98,685 |
| | 1,940,192 | - | 1,940,192 | 1,471,496 |
| Fundraising | 25,237 | - | 25,237 | 78,420 |
| Management and general | 368,434 | - | 368,434 | 253,456 |
| **Total expenses** | 2,333,863 | - | 2,333,863 | 1,803,372 |
| **Change in net assets** | 30,715 | 194,391 | 225,106 | 185,881 |
| Net assets, beginning of year | 1,086,068 | 275,121 | 1,361,189 | 1,175,308 |
| **Net assets, end of year** | $ 1,116,783 | $ 469,512 | $ 1,586,295 | $ 1,361,189 |

See accompanying notes to financial statements

**TLC Family Resource Center, Inc.**
Statement of Functional Expenses
For the Year Ended June 30, 2023
(With Summarized Comparative Totals for the Year Ended June 30, 2022)

| | Year Ended June 30, 2023 | | | | | | | Year Ended June 30, 2022 |
|---|---|---|---|---|---|---|---|---|
| | Program Services | | | | | | | |
| | Family Support | Recovery Programs | Youth Programs | Total Program Services | Management and General | Fund-raising | Total Expenses | Totals (Summarized) |
| Advertising and marketing | $ 15,987 | $ 10,869 | $ 2,337 | $ 29,193 | $ 5,110 | $ 4,528 | $ 38,831 | $ 48,710 |
| Computer and technology expenses | 35,498 | 14,630 | 345 | 50,473 | 13,425 | - | 63,898 | 62,433 |
| Contract services | 49,000 | 13,205 | 115 | 62,320 | 75 | - | 62,395 | 17,273 |
| Depreciation | 15,001 | 8,907 | 202 | 24,110 | 4,564 | 168 | 28,842 | 31,368 |
| Direct assistance | 49,900 | 17,810 | 196 | 67,906 | - | - | 67,906 | 81,700 |
| Employee benefits | 84,087 | 49,969 | 1,136 | 135,192 | 25,604 | - | 160,796 | 82,253 |
| Equipment rental and maintenance | 2,374 | 984 | 473 | 3,831 | 678 | - | 4,509 | 4,534 |
| In-kind materials | 551 | 95 | - | 646 | - | - | 646 | 6,600 |
| Insurance | 3,852 | 2,293 | 52 | 6,197 | 3,297 | - | 9,494 | 6,589 |
| Interest | - | - | - | - | 2,861 | - | 2,861 | 3,170 |
| Mileage reimbursement | 5,231 | 7,289 | 147 | 12,667 | 204 | - | 12,871 | 6,102 |
| Occupancy | 53,427 | 33,411 | 689 | 87,527 | 20,290 | - | 107,817 | 71,703 |
| Operating supplies and expenses | 18,054 | 30,405 | 1,588 | 50,047 | 28,747 | 10,742 | 89,536 | 62,703 |
| Payroll taxes | 57,663 | 33,924 | 771 | 92,358 | 17,382 | - | 109,740 | 86,644 |
| Postage | 660 | 699 | 43 | 1,402 | 157 | 120 | 1,679 | 2,035 |
| Printing | 3,466 | 1,593 | 125 | 5,184 | 506 | 1,134 | 6,824 | 8,589 |
| Professional fees | 10,607 | 6,315 | 148 | 17,070 | 4,351 | - | 21,421 | 19,526 |
| Salaries and wages | 771,986 | 458,435 | 10,421 | 1,240,842 | 234,895 | 8,545 | 1,484,282 | 1,160,986 |
| Telephone | 16,728 | 9,588 | 523 | 26,839 | 3,281 | - | 30,120 | 26,725 |
| Training and development | 16,645 | 8,966 | - | 25,611 | 2,982 | - | 28,593 | 12,810 |
| Vehicle expense | 402 | - | 375 | 777 | 25 | - | 802 | 919 |
| **Total expenses** | $ 1,211,119 | $ 709,387 | $ 19,686 | $ 1,940,192 | $ 368,434 | $ 25,237 | $ 2,333,863 | $ 1,803,372 |

See accompanying notes to financial statements

**TLC Family Resource Center, Inc.**
Statement of Cash Flows
For the Year Ended June 30, 2023
(With Summarized Comparative Totals for the Year Ended June 30, 2022)

| | Year Ended June 30, 2023 | | | Year Ended June 30, 2022 |
|---|---|---|---|---|
| | Without Donor Restrictions | With Donor Restrictions | Total | Totals (Summarized) |
| **Cash flows from operating activities:** | | | | |
| Change in net assets | $ 30,715 | $ 194,391 | $ 225,106 | $ 185,881 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | | | |
| Depreciation | 28,842 | - | 28,842 | 31,368 |
| Amortization of operating right-of-use asset | 52,493 | - | 52,493 | - |
| Increase in accounts receivable | (25,950) | (6,250) | (32,200) | (35,209) |
| (Increase) decrease in grants receivable | 12,289 | (99,789) | (87,500) | (69,060) |
| (Increase) decrease in prepaid expenses | 1,717 | - | 1,717 | (3,304) |
| (Increase) decrease in security deposits | (2,000) | - | (2,000) | 1,350 |
| Increase (decrease) in accounts payable | 10,041 | - | 10,041 | (124,782) |
| Increase in accrued expenses | 38,074 | - | 38,074 | 19,312 |
| Decrease in operating lease liabilities | (42,703) | - | (42,703) | - |
| Decrease in advances refundable | - | - | - | (35,561) |
| **Net cash provided (used) by operating activities** | 103,518 | 88,352 | 191,870 | (30,005) |
| **Cash flows from financing activities** | | | | |
| Principal payments on bank loan | (8,865) | - | (8,865) | (8,556) |
| **Increase (decrease) in cash and cash equivalents** | 94,653 | 88,352 | 183,005 | (38,561) |
| Cash and cash equivalents, beginning of year | 621,834 | 84,910 | 706,744 | 745,305 |
| **Cash and cash equivalents, end of year** | $ 716,487 | $ 173,262 | $ 889,749 | $ 706,744 |
| **Supplemental disclosure of cash flow information** | | | | |
| Interest paid | $ 2,861 | $ - | $ 2,861 | $ 3,170 |

See accompanying notes to financial statements

1. Summary of Operations and Significant Accounting Policies

TLC Family Resource Center, Inc., (the "Center") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. In 2012, services were expanded to include youth programming for teens, and in 2018, Recovery Support services were added. The Center serves individuals in New Hampshire's Sullivan and lower Grafton counties. Approximately 22% of the Center's revenue and support comes from governmental financial assistance, 45% from program services, and 33% from contributions.

(a) Basis of Accounting

The accompanying financial statements are prepared using the accrual basis of accounting under U.S. generally accepted accounting principles (U.S. GAAP). Under the accrual basis of accounting, revenues are recorded as earned and expenses are recorded at the time liabilities are incurred.

(b) Basis of Presentation

The Center reports information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions, which represent resources restricted by donors as to purpose or by the passage of time; and net assets without donor restrictions, which represent the expendable resources that are available for operations at management's discretion.

(c) Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

(d) Property and Equipment

Property and equipment are stated at cost. Donations of property and equipment are recorded at their estimated fair value. Depreciation is computed using the straight-line method over the assets' estimated useful lives. Additions and betterments with a value in excess of $2,500 and with a useful life greater than one year are capitalized, and expenditures for repairs and maintenance are expensed when incurred. Upon sale or retirement, the costs and related accumulated depreciation are eliminated from the respective accounts, and the resulting gain or loss is included in income.

(e) Accrued Compensated Absences

The Center provides each eligible employee with vacation time, which is accumulated on a pro-rata basis as actual hours are worked. Compensated absences accrue when amounts can be reasonably estimated and payment of compensation is probable.

Summary of Operations and Significant Accounting Policies (continued)

(f) Cash and cash equivalents

Cash and cash equivalents include all certificates of deposits and highly liquid investments with maturities of three months or less at the date of purchase. The Center maintains cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. The Center has not experienced any losses with these accounts. In January 2023 the Center opened a sweep account which allows the Center's cash accounts to maintain balances below the federally insured limits. Management believes the Center is not exposed to any significant credit risk on cash.

(g) Comparative Data

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2022 from which the summarized information was derived

(h) Revenue Recognition

The Center's fees for programs and services provided are recognized when earned, which is within the time period covered by the services or program. The Center records contributions as with donor restrictions or without donor restrictions support depending on the existence or nature of donor restrictions. The Center reports gifts and grants of cash or other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is when a stipulated restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. Donated investments are also reported at fair value at the date of receipt, which is then treated as the Center's cost basis.

(i) Functional Expenses

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

The 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. Most expenses are allocated on the basis of estimates of average time and effort. Certain prior year amounts have been reclassified for consistency with the current period presentation. These reclassifications had no effect on the reported changes in net assets.

Summary of Operations and Significant Accounting Policies (continued)

(j) Receivables

Receivables are stated at the amount management expects to collect. The Center provides for probable uncollectible amounts through an allowance for accounts receivable based on its assessment of the current status of individual accounts. Management has not recorded an allowance as of June 30, 2023 and 2022 as management believes all amounts are deemed collectible. Accounts and grants receivable as of June 30, 2023, 2022 and July 1, 2021 were $487,055, $367,355, and $263,086, respectively.

(k) Income Taxes

The Center is a not-for-profit organization as described under Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on income related to the fulfillment of the Center's mission. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Center annually files an Internal Revenue Service Form 990, Return of Organization Exempt From Income Tax, tax return in the U.S. Federal jurisdiction. The Center is no longer subject to U.S. Federal income tax examination by tax authorities for the years prior to June 30, 2020. In the normal course of business, the Center is subject to examination by various taxing authorities. Although the outcome of tax audits is always uncertain, the management of the Center believes that there are no significant unrecognized tax liabilities at June 30, 2023.

(l) Leases

The Center adopted Topic 842 as of July 1, 2022, utilizing the transition alternative approach under Accounting Standards Update No. 2018-11, *Leases (Topic 842): Targeted Improvements*. As a result of utilizing the optional transition method, the financial results prior to July 1, 2022 continue to be reported in accordance with *Leases (Topic 840)*.

In addition, the Center adopted the package of practical expedients in transition, which permits the Center to not reassess the prior conclusions pertaining to lease identification, lease classification, and initial direct costs on leases that commenced prior to adoption of the new standard.

Leases that have a term of twelve months or less upon commencement date are considered short-term in nature. The Center elected the ongoing practical expedient to not recognize ROU assets and lease liabilities related to short-term leases. Accordingly, short-term leases are not included on the statements of financial position and are expensed on a straight-line basis over the lease term, which commences on the date the Center has the right to control the property. The Center did not elect the use-of-hindsight practical expedient. For leases beginning subsequent to the commencement date, the Center elected to not separate lease and non-lease components for all classes of assets.

Summary of Operations and Significant Accounting Policies (continued)

As a result of adopting *Topic 842*, the Center recognized $513,283 of operating ROU assets and operating lease liabilities as of the commencement date. Existing prepaid balances, if any, were recorded as an offset to operating ROU assets. The cumulative effect of the adoption resulted in no adjustment to opening net assets as of July 1, 2022. The adoption did not have a material impact on the results of operations or cash flows.

The Center assesses ROU assets for impairment annually. When events or circumstances indicate the carrying value may not be recoverable, management evaluates the net book value of the asset for impairment by comparison to the projected undiscounted future cash flows. If the carrying value of the asset is determined to not be recoverable and is in excess of the estimated fair value, an impairment charge is recognized on the statement of activities.

The Center primarily leases building and office space. The Center did not include lease extension options in the operating ROU assets and lease liabilities as the lease does include a definitive extension clause.

As the leases do not provide an implicit borrowing rate, the Center used either the risk-free rate ("RFR") or the estimated incremental borrowing rate ("IBR") to determine the present value of the lease payments. The IBR is the rate of interest that the Center would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. In determining that rate, the Center considers prevailing economic conditions at the commencement date and factors such as specific credit risk, term of the lease and options, and the effect of collateralization based on the nature and quality of the underlying asset. The Center uses the IBR for buildings and office space.

Operating leases may include fixed minimum lease payments and variable lease payments based an index or rate. Variable lease payments not based on an index or rate are not included in the operating lease liability as they cannot be reasonably estimated and are recognized in the period in which the obligation for those payments is incurred.

(m) Subsequent Events

Management has evaluated subsequent events through February 23, 2024, which is the date the financial statements were available to be issued.

2. Fair Value Measurements

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Center is required to disclose certain information about its financial assets and liabilities. As of June 30, 2023 and 2022, the Center had no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, and advances refundable are reported in the statements of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

3. Concentration of Support

The Center receives a significant portion of its support from federal and state programs. A significant reduction in the level of this support, if this were to occur, may have an effect on the Center's ability to continue its program and activities.

4. Net Assets With Donor Restrictions

Net assets subject to donor imposed restrictions were $469,512 and $275,121 at June 30, 2023 and 2022, respectively. At June 30, 2023, net assets are restricted for the following purposes: Recovery, Youth Programming, and Family Support Services.

5. Retirement Plan

Effective January 1, 2019, the Center established a Simple IRA Retirement Plan for which all employees are eligible to participate in the Plan. Under the Plan, the Center provides a contribution equal to 2% of the employee's compensation. Employees are eligible to participate in the Plan on the next entry date following the date of their employment. Total retirement plan expense was $24,570 and $19,764 for the years ending June 30, 2023 and 2022, respectively.

6. Commitments and Contingencies

The Center receives funds under various state and federal programs. Under the terms of these programs, the Center is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds are found not in compliance with the proposal, the Center may be required to return those funds to the grantor. The amount, if any, of expenses which may be disallowed by the granting agency cannot be determined at this time, although the Center expects such amounts, if any, to be immaterial.

7. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the financial position date, comprise the following:

| | 2023 | 2022 |
|---|---|---|
| Cash and cash equivalents | $ 716,487 | $ 621,834 |
| Accounts and grants receivable | 190,805 | 177,144 |
| Total financial assets | $ 907,292 | $ 798,978 |

The Center regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Center has various sources of liquidity at its disposal, including cash and cash equivalents, and various receivables.

Liquidity and Availability (continued)

In addition to financial assets available to meet general expenditures over the next 12 months, the Center operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. The Center strives to maintain liquid cash reserves sufficient to cover 90 days of general expenditures. General expenditures include administrative, fundraising and operating expenses.

The Center receives the majority of its funding from grants and contributions which are available to meet annual cash needs for general expenditures. Some funding sources are restricted to specific programs, and are used in accordance with the associated purpose restrictions.

8. Property and Equipment

Property and equipment consisted of the following at June 30:

| | Useful Life (Years) | 2023 | 2022 |
|---|---|---|---|
| Office equipment & software | 2-5 | $ 72,754 | $ 72,754 |
| Office furniture | 7 | 71,002 | 71,002 |
| Leasehold improvements | 39 | 413,834 | 413,834 |
| Total property and equipment | | 557,590 | 557,590 |
| Less accumulated depreciation | | (112,464) | (83,622) |
| Property and equipment, net | | $ 445,126 | $ 473,968 |

Depreciation expense totaled $28,842 and $31,368 for the years ended June 30, 2023 and 2022, respectively.

9. Operating Leases

The Center has various operating leases for office space. Below are the significant operating leases in place during 2023 and 2022.

62 Pleasant St, Claremont, NH: the Center leases 6,499 square feet of office space at 62 Pleasant St. The Center signed a 10 year lease in 2020 which will expire February 28, 2031.There are not definitive terms of renewal per the lease agreement, although management intends to renew based on mutually agreed upon terms at the time of renewal. Expense for 2023 and 2022 totaled $68,432 and $47,526, respectively.

131 Broad St., Claremont, NH: the Center leases office space at 131 Broad St. The Center signed a one year lease in 2022 which expired September 30, 2023. The lease is now month to month. Expense for 2023 and 2022 totaled $5,400 and $0, respectively.

The Center leases meeting space at 2 other locations. The agreements for both locations are month to month. Expense for 2023 and 2022 totaled $7,200 and $2,100 respectively.

Operating Leases (continued)

The weighted-average remaining lease term for operating leases is 7.67 years for the year ending June 30, 2023. The weighted-average discount rate for operating leases is 3.25% for the year ending June 30, 2023.

The maturities of lease liabilities in accordance with *Leases (Topic 842)* in each of the next two years are as follows for the years ending June 30:

| | |
|---|---|
| 2024 | $ 60,946 |
| 2025 | 63,384 |
| 2026 | 65,919 |
| 2027 | 68,556 |
| 2028 | 71,297 |
| Thereafter | 204,029 |
| Total undiscounted cash flows | 534,131 |
| Less: present value discount | (63,551) |
| Total lease liabilities | $ 470,580 |

Future minimum rental payment under the noncancelable leases for the prior year in accordance with Leases Topic 840, are as follows for the years ending June 30:

| | |
|---|---|
| 2023 | $ 64,002 |
| 2024 | 62,746 |
| 2025 | 63,384 |
| 2026 | 65,919 |
| 2027 | 68,554 |
| Thereafter | 275,327 |
| Total | $ 599,932 |

10. Bank Loan Payable

In August 2020, the Center entered into a loan agreement with a local bank in the amount of $100,000 with a term of ten and a half years maturing on February 14, 2031. For the first five and a half years the interest rate is 3.25% with a monthly payment of principal and interest of $977, for the remaining five years the interest rate will be the Wall Street Journal Prime Rate (currently 3.25%) with a monthly payment of principal and interest of $977.

Bank Loan Payable (continued)

Maturities by year are as follows:

| Year Ended June 30 | |
|---|---|
| 2024 | $ 9,180 |
| 2025 | 9,483 |
| 2026 | 9,796 |
| 2027 | 10,120 |
| 2028 | 10,453 |
| Thereafter | 33,547 |
| Totals | $ 82,579 |

11. Related Party Transactions

The Treasurer of the Board of Directors is branch manager at the bank which holds the Center's note payable and other cash accounts owned by the Center. Management believes these are arm's length transactions.

12. Subsequent Event

In May 2023, the Center signed a 3 year lease agreement for Recovery Program office and meeting space, monthly lease payment of $3,905 commenced October 1, 2023. The lease includes two 3 year renewal options.

# TLC Family Resource Center
# BOARD OF DIRECTORS
# January 2023

**Mariah Davis**
President (term expires 1/2026)
Mascoma Bank
Community Impact Manager

**Megan Blood**
Vice President (term Expires 1/2026)
AP Analyst, Hypertherm

**Anne Walsh**
Treasurer (term expires 9/2026)
Retired
First National of Chicago

**Cynthia Boland**
Member (term expires 3/2025)
Retired Academic Administrator
Brown BioMed Faculty Affairs, Lifespan Corporation

**Sue Elliott**
Member (term expires 01/2026)
Retired, Quinnipiac University

**Beth Hoyt- Flewelling**
Member (Term expires 1/2025)
Retired, Granite State College

**Laura Hagley**
Member (term expires 1/2023)
Valley Regional Hospital, Director of Quality, Emergency Preparedness, and Project Management

**Peter Nelson**
Member (Term Expires 1/2026)
Retired Federally Qualified Health Centers

**Kristi Collins**
Member (term expires 9/2026)
Program Director
Franklin Pierce University NH
MPAS Program
Physician Assistant- Certified
Habit OPCO

**Jane VanBremen**
Member (term expires 1/2023)
Parent Child Development Specialist

**Carole Wood**
Member (1/2025)
Retired Educator

**Michelle Greene**
Member (term expires 03/2025)
Substance Use Counselor, Habit Opco

# Alysse Lizotte

## EDUCATION & AWARDS:

**Colby-Sawyer College**, New London, NH
- Bachelors of Science in Child Development — May 2012
  - Minor: Psychology
- Leadership Scholarship (2008-2012)
- Scholar's Symposium: Capstone Award

**Walden University,**
- M.S. in Early Childhood Studies and Leadership — January 2015-October 2016

## WORK EXPERIENCE:

**TLC Family Resource Center** *9/22-present* — Claremont, NH
*Program Director*
- The Family and Youth Program Director is responsible for oversight of the Family Support and Youth Programs teams.
- Responsibilities include implementing, maintaining, and supervising all components of the family and youth programs of TLC Family Resource Center in compliance with a variety of state and local contracts.
- The Director is also responsible for budget management, program development and community partnerships as well as contributing to the effective leadership of the agency. Responsible for ensuring that the program complies with DCYF rules and regulations.

**The Home for Little Wanderers** *6/21-11/22* — Hillsboro, NH
*Program Director*
- Responsible for managing the overall operations of The DCYF After-Hours Central Intake, including hiring, training, and supporting screeners, supervisors, and ancillary staff.
- Responsible for ensuring that the program complies with DCYF rules and regulations.

**Dartmouth Hitchcock Medical Center Child Care Center** 08/12-6/21 — Lebanon, NH
*Program Director 6/15- 6/21*
- Responsible for fostering an environment that allows children, their families; and staff to develop to their full potential
- Other responsibilities include program management, hiring, leadership and team building, supervision, family communication, enrollment, finances, and conducting as a professional

*Program Coordinator 11/13-6/15*
- Work with all staff to create a safe and caring environment for the pre-school children of the Center. Collaborate with teachers to plan and implement appropriate early childhood curriculum providing learning experiences using a variety of materials within the overall guidelines set by the Center.
- With the Program Director, assure that teachers maintain records of each child's progress and development and the preparation of reports to be discussed with parents using criteria set by the Center.
- Work with staff and parents to promote understanding of their child's development and encourage parents' participation in the classroom or Center whenever possible. Assist teachers with regular parent teacher conferences.
- Assist the Program Director with determining budget appropriations by doing research for cost effective materials.

*Teacher 08/12-11/13*
- Set up and develop appropriate activities, equipment, and materials
- Daily record keeping on children to apply to T.S. Gold assessment tool on primaries
- Communicate with parents and co-workers
- Supervise and assure safety and wellbeing of children at all times

**Norwood High School** 08/10- 08/12 — Norwood, MA
*Director Small Music Ensemble*
- Ages 13-18 years old
- Teach Celtic music to a variety of string musicians and singers

- Prepare group for performances
- Organize events

**APPLIED EXPERIENCE:**

**Social Work Intern, Department of Children, Youth and Families** 01/12-4/12 Claremont, NH
*Assessment Division in Health and Human Services (State of NH)*

- Developed knowledge of the legal proceedings and laws governing abuse and neglect allegations
- Conducted home visits to investigate abuse/neglect allegations
- Conducted brief phone interviews with Families and professionals (i.e., schools, physicians)
- Processed client files
- Entered notes into the database and produce documentation for legal cases

**Windy Hill School Practicum** 07/10-12/10 New London, NH
*Teacher*

- Ages 3-5 years old; responsibilities (documentation, milestones)
- Developed age appropriate activities that supported children's cognitive, social, and emotional ability
- Collaborated on development of teacher's curriculum
- Aided with lunch and naptime routines

**New London Hospital Learning Center Practicum** 01/10- 04/10 New London, NH
*Teacher*

- Ages 3-5 years old; responsibilities (documentation, milestones)
- Aided with lunch and naptime routines
- Assisted with outside play
- Assisted with class time activities (circle time, scheduled activities)

**Other:**

- Member of NAEYC
- Former Public Policy Chair for NHAEYC
- Peer reviewer for 2014 NAEYC Annual Conference and Expo
- Former Member of Spark NH Policy Committee
- Volunteered at DHMC CHAD (children's hospital)
- Worked on various task force for Early Childhood and Higher Education
- Recipient of Early Learning NH's Early Childhood Champion Award

Erin Nicole Angley-Cohen, MSW, LICSW
[redacted]

**Objective** To work in a therapeutic setting providing support, advocacy, crisis intervention, and community outreach for at risk individuals, children and families.

**Qualifications**

Excellent with children with special needs, specifically Autism and Pervasive Developmental Disorders
Solid background working with children and families
Effective verbal and written communication skills
Excellent computer and analytical skills
Familiar with Applied Behavioral Analysis and Total Communication
Background in early childhood development

**Special Interests/Achievements**

Licensed Clinical Social Worker-VT and NH
Foster Care Training in both New Hampshire and Vermont
Completion of Positive Approaches to Solving Behavior Challenges (3 Day Seminar offered by the Institute of Applied Behavioral Analysis)
Child abuse And Exploitation Investigative Techniques, September 2000
Habitat for Humanity, John's Island, SC 2001
Completed Covered Bridges Half Marathon 2008; 2009; 2011; 2012; 2016
Upper Valley Community Band (Board Member 2007-2009)
Past Volunteer Coach for Girls on the Run (VT and NH)
Coach for Finding our Stride
Founding member-Lake Sunapee Area Flute Choir
Approved Social Work supervisor for candidates for licensure

**Professional Experience Highlights**

*Clinical Social Worker*, Newport Health Center, Newport, NH
March 2017-Present

- Provide support and resource assistance to patients in a rural health clinic
- Ensure compliance with the Sullivan County Grant
- Increase community awareness on health related issues especially mental health and addiction
- Improve collaboration with outside agencies including local mental health programs; addiction resources; school districts; community action programs, etc.

*Clinical Social Worker*, Birthing Pavilion/Intensive Care Nursery; Pediatric Cystic Fibrosis Program, Dartmouth Hitchcock Medical Center, Lebanon, NH
June 2011-April 2017

- Meet with at-risk mothers after delivery to assess for safety and post partum depression
- Help families cope with long term stays in the intensive care nursery
- Provide information and support to families with babies who are experiencing Neonatal Abstinence Syndrome
- Assist families with children diagnosed with Cystic Fibrosis with coping and navigating the system in order to provide for their children
- Assist with discharge planning of patients
- Provide emotional support and guidance for patients in an in-patient hospital setting

*School-Based Clinician*, Heath Care and Rehabilitation Services of Southeastern Vermont, Hartford, VT, April 2007-June 2011

- Provide individual therapy to high school students
- Attend IEP and team meetings as necessary
- Create individual treatment plans and psychosocial assessments

*Clinical Case Manager/Behavioral Specialist*, Easter Seals of New Hampshire, Manchester NH, November 2001 – June 2005; November 2005-April 2007

- Manage a caseload of 10-12 children with Pervasive Developmental Disorders in a therapeutic residential treatment facility
- Develop treatment plans and complete psychosocial assessments with a team approach based on each individuals strengths
- Handle on-call crisis intervention
- Supervise unit staff
- Ensure treatment goals are carried out by entire treatment team
- Maintain training in Therapeutic Crisis Intervention
- Provided in-home early intervention therapy to a child under three with Autism
-

*Intern*, Dartmouth-Hitchcock Concord, Concord, NH, November 2005-May 2006

- Provide crisis intervention as necessary to patients
- Assist patients in locating services in the community
- Provide patients assistance in applying for community services

*Developmental Specialist*, Cape Cod Child Development Program, Hyannis, MA, June 2005-October 2005

- Provide support and instruction to families of young children with developmental delays or who are at-risk for delays
- Conduct treatment in the natural setting, generally at home or in the community

*Intern*, Nashua Children's Home, Nashua NH, September 2004 – May 2005

- Provide family and individual therapy to court ordered youth in a residential treatment setting
- Complete case notes and court reports

*Acting Director*, Cradle & Crayon Child Development Center, Hanover, NH, April 2001 – October 2001

- Manage the duties of a Child Development Center
- Supervise a staff of 25 teachers
- Ensure curriculum planning is implemented in all classrooms

*Child Protective Service Worker*, State of New Hampshire Division of Children, Youth and Families, Claremont, NH, September 1999 – April 2001

- Investigate and assess reports of child abuse and/or neglect
- Court involvement as necessary
- Strengthened partnerships with community agencies and police departments

*Agro-Forestry Extension Agent*, Peace Corps, Mauritania, West Africa, July 1998 – April 1999

- Follow the Mission of the Peace Corps
- Explore and implement the environmental needs of a West African Village

**Education**

Masters of Social Work, University of New Hampshire-Manchester, 2006
Bachelor of Arts in Psychology, Centenary College, 1993

*References furnished upon request*

# ERIN A. KELLY

## SUMMARY

Enthusiastic, personable and dedicated professional with 8+ years experience in supporting and advocating for clients with a wide range of skills and goals. Proven track record in dependability, communication and organizational skills. Ability to multi-task, prioritize and analyze to obtain best possible outcomes.

## SKILLS

- Active listening
- Reading Comprehension
- Service Orientation
- Familiar with confidentiality procedures
- Critical Thinking
- Writing
- Excellent Time Management Skills
- Judgement and Decision Making
- Coordination
- Problem Sensitivity
- Organizational skills,
- Excellent Communication skills
- Ability to analyze situations from multiple vantage points
- Very versed in experience with the public, from varied socio-economic classes
- Current CPR and First Aid Certification
- Life long learner- have attended countless conferences, seminars, and panel as well as collaboration efforts with other area organizations.

## WORK EXPERIENCE

April 2016-present
TLC Family Resource Center
Family Support Specialist

- Provide parent education and training based on Strengthening Families Framework
- Teach parents from Growing Great Kids curriculum during home visits
- Promoted to Healthy Families America Supervisor

January 2007 – April 2016
Southwestern Community Services - Head Start
Family Advocate

- Assist families in goal setting, finding available resources, educational opportunities, referrals to outside agencies
- Familiarity with social service agencies in the area
- 100% success rate in program wide federal reviews
- Maintain clients' records from application to graduation from the program
- Manage client database
- Compliance with Office of Head Start initiatives, policies and procedures.

Summer 2008 & 2009
West Central Behavioral Health
Behavioral Support
&
Summer 2004 & 2005
Health Care and Rehabilitation Services of Southeastern Vermont
Behavioral Support

- Assisted children with their therapeutic goals as outlined by their treatment plan
- Provide support, role modeling, and help identifying strengths
- Offer advice in overcoming challenges and support growing self-confidence

# Karen W. Jameson, M.Ed, RN

**Education:**

NH M.Ed/ in Health Education, May 2009, Plymouth State University
NH Associate degree in nursing, May 2001, New Hampshire Community Technical College, Claremont,
Bachelor of Science in Animal, Veterinary and Aquatic Science, May 1991, University of Maine,
Orono, ME

**Professional Experience:**

**TLC Family Resource Center, Claremont, NH 03743**
(9/02- present)
*NH Licensed Registered Nurse and Lactation Counselor:* Function as a member of a dynamic team providing comprehensive health and parenting support to pregnant women, children and families. Provides health education and encouragement to ensure the best possible outcomes for infant and mother. Network with other social service agencies.

**Valley Regional Hospital, Claremont, NH 03743**
(6/01-12/02)
*Registered Nurse*: Assessed, diagnosed, planned, implemented and evaluated health care strategies for patients in a fast-paced medical and surgical unit.

**Planned Parenthood of Northern New England, West Lebanon, NH 03784**
(9/94-5/03)
*Health care Assistant/ Registered Nurse*: Performed a variety of medical, clerical, and administrative functions in a busy health care facility. Responsible for client safety, education and advocacy.

**Dartmouth College, Biology Department, Hanover, NH 03755**
(1/93-1/94)
*Laboratory technician*: Directly responsible for the efficient operation of a cell biology research lab. Supervised and trained several undergraduate students, ordered and inventoried supplies, performed various scientific assays. Assisted in grant application process.

**Professional Training:**

Healthy Families America: Healthy Families America (HFA) is one of the leading family support and evidence-based home visiting programs in the United States.

Growing Great Kids : An evidence informed curricula used in HFA The goal is to help strengthen families and assure optimal child development.

Circle of Security: Focused on helping caregivers reflect upon children's attachment needs in order to promote secure attachment with a child.

Helping Women Recover: A group for adult women with addictive disorders and a trauma history (eg: abuse, domestic violence, community violence, etc.)

Motivational Interviewing: A directive, client-centered counseling style for eliciting behavior change by helping clients to explore and resolve ambivalence.

# Sarah E. Breisch

## Education

- B. A. Literature, 2004

## Experience

January 2018 to November 2018, April 2019 to Present

**Family Support Specialist, TLC Family Resource Center**

• Prenatal Education and Support, Parenting Support and Education, Case Management and Care Coordination, Referral Services and connection to area resources, Concrete supports for Families, and Family Advocacy offered through the Comprehensive Family Support Home Visiting Program.

• Facilitate supervised visits between parents and children with active DCYF involvement. Assist parents with meeting court-ordered goals though the Child Health Support/Parent Aid Program. Provide CPSWs with monthly progress reports and attend Court Hearings to provide information about the client's progress.

• Continue to offer all supports to families virtually or by phone as circumstances dictate.

• Sustain visit notes and other supporting documentation on all client-related activity on an online database.

• Completed Training in Growing Great Kids curriculum, Protective Factors, HIPPA standards

• Regularly participate in trainings related to working with young children, families in crisis, mental health and substance use issues

• Participated in No Drama Discipline Parent Café Pilot Program

• Co-authored Facilitator's Packet and Handout Packet for No Drama Discipline Parent Café

• Facilitate 12-session No Drama Discipline Parent Café for client group and company-offered employee group

July 2017 to January 2018

**Kitchen Production Staff, Logistics and Order Fulfillment, Blake Hill Artisan Preserves**

September 2009 to June 2017

**Teacher, New England Classical Academy, 18 Central St. Claremont, NH 03743**

September 2005- June 2009

**Instructor, Mother of Divine Grace School, 407 Bryant Circle, Suite B1, Ojai, CA, 93023**

# Naomi Frisch

[redacted] • [redacted] • [redacted] • [redacted]

## EDUCATION

**Gordon College** | Wenham, MA
Expected Graduation: May 2023
*Social Welfare Major*

- Cumulative GPA: 3.65
- Relevant Courses: Intro to Social Work/Welfare; Human Behavior and the Social Environment; Person in a Psychological Context; Helping Theories: Individuals and Families; Intro to Sociology; Psychological Disorders; Trauma and Treatment; Psychology of Youth, Media, and Health; Power, Prestige, and Poverty; Diversity in US Populations; Developmental Disabilities; Social Policy; Helping Theories: Groups, Organizations and Communities

## RELEVANT EXPERIENCE

**SeniorCare Inc.** | Gloucester, MA

*Intern* January – April 2023 • Supported older adults to improve quality of life and reduce isolation by assisting the facilitation of Virtual Reality groups, managing paperwork, and helping with Meals on Wheels program

**Easterseals** | Springfield, VT

*Family Engagement Assistant* June - August 2022 • Collaborated with engagement specialists to engage with families involved with the Department of Children and Families by facilitating meetings, supporting parents and children, and providing transportation

**Gordon College** | Wenham, MA

*Community Tutor* February - May 2022; August – November 2022 • Partnered with a team to create a safe space for 20 children ranging in ages 7 to 12 by managing a small group of children, helping with homework and monitoring during indoor and outdoor play

*Local Outreach Club Member* February - May 2021 • Available to aid in community outreach projects such as yard work and encouraging phone calls to connect the Gordon College community with the surrounding areas

**Claremont Soup Kitchen** | Claremont, NH *Summer Cook* June - August 2018, 2019, 2020 • Managed and organized paperwork in order to allow the program to run smoothly and to maintain funding

- Worked with a team to prepare food and deliver meals to provide for the children within the community

## OTHER EXPERIENCE

**Mr. And Mrs. Foster** | Springfield, VT May - August 2021 *Nanny*

- Managed the care of four children

**Physical Plant** | Wenham, MA November 2020 - March 2021 *Custodian*

- Worked with a team to clean campus buildings to maintain the orderly appearance of the college

Michelle Parker

**Professional Summary:**
Years of experience navigating children, adults and families through a variety of economic, behavioral, physical and mental health challenges with an emphasis on individualized treatment options and strength-based solutions.

**Skills:**
- Strength based approach
- Cultural competency
- Excellent verbal and written communication skills
- Ability to write clear and accurate reports in a timely manner
- Knowledge of motivational interviewing techniques
- Ability to identify problems, determine accuracy and relevance of information, use sound judgment to generate and evaluate alternatives and make recommendations
- Ability to display high standards of ethical conduct
- Ability to manage one's own time and the time of others

**Professional Experience:**

04.2022-current
Self-employed **Independent Contractor**

- Perform Comprehensive Assessment for Treatment (CAT) in the state of New Hampshire utilizing a trauma-informed, person-centered approach
- Interview referred youth, their family members and permanency team members to make recommendations for level of care and related clinically appropriate services
- Review all referral information and supporting documentation
- Identify and obtain required Release of Information from parent(s) or legal guardian in accordance with contract requirements and State regulations
- Schedule and conduct clinical interviews
- Complete Child and Adolescent Needs and Strengths Assessment (CANS)
- Complete assessment report, applying clinical decision-making model to make clinical recommendations for level of care and services

2020-2022
Orion House **Residential Treatment Coordinator**

- Collaborate with youths to develop strength-based treatment plans and assure that all clinical services are delivered to children and families as indicated
- Develop and execute transition/discharge plans and assure that all clinical services are delivered to children and families as indicated
- Complete comprehensive 30-day Biopsychosocial Assessment (to include: CANS, ACE, SNAP, Casey Life Skills, etc.)
- Facilitate 30-day treatment team meetings, quarterly treatment team meetings and transitional planning meetings

- Provide stakeholders with ongoing updates with regards to presence and progress in treatment

2017-2020
Dartmouth Hitchcock Hospital **Health Coach/Educator**

- Supporting children and their families by using a variety of tactics to help them better understand a process, procedure, or other element of their medical experience
- Developing age-appropriate strategies to minimize trauma and increase understanding of a medical diagnosis through treatments plans using play, education, preparation, and activities that promote growth and development
- Advocating for the special needs of children and their families
- Helping children and their families process and cope with medical situations
- Providing information, support, and guidance to children, parents and family members
- Collaborating with the health care team to coordinate and manage care

2015-2017
Health Fitness Corporate Fitness Center, **Program Manager**

- Oversee day to day operation of Fitness, Health and Wellness Center
- Program development and monitoring outcomes
- Develop, organize and execute health promotion campaigns in the workplace
- Build and maintain solid relationships with employees and stakeholders
- Achieve short and long-term goals in accordance with strategic business plan

2011-2015
Medifit Corporate Fitness Center, **Program Manager**

- Oversee day to day operation of Fitness, Health and Wellness Center
- Daily supervision of staff
- Coordinate the on-boarding process for all new employees
- Coordinate and schedule training classes
- Create standard and specialized training based on organizational and job needs
- Developing, organizing and executing health promotion campaigns in the workplace
- Build and maintain solid relationships with employees and stakeholders
- Achieve short and long-term goals in accordance with strategic business plan

2003-2007
Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program, **Social Worker III**

- Provide case management services to families
- Assess the needs of families whose children are affected by lead paint
- Conduct comprehensive family assessments
- Co-facilitate monthly case reviews
- Assist families in solving legal, family, social, and behavioral problems
- Maintain case records

2000-2003
Massachusetts Office of Child Care Services, **Residential Child Care Licensor**

- Enforce licensing standards
- Conduct investigations and licensing studies

**TLC Family Resource Center**

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|---|---|---|---|---|
| Alysse Lizotte | Family Support Team Program Director | 74,318 | 20 | 14,864 |
| Erin Angley-Cohen | Clinical Supervisor | 68,141 | 23 | 15,575 |
| Erin Kelly | HFA Supervisor | 39,749 | 67 | 26,499 |
| Karen Jameson | Registered Nurse | 57,304 | 17 | 9,880 |
| VACANT | Registered Nurse | 41,600 | 100 | 41,600 |
| Sarah Breisch | Family Support Specialist | 42,042 | 29 | 12,012 |
| Naomi Frisch | Family Support Specialist | 45,760 | 38 | 17,160 |
| Michelle Parker | Family Support Specialist | 50,960 | 25 | 12,740 |
| | | | | |

AEC

MAR08'23 PM 4:51 RCVD

18

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF PUBLIC HEALTH SERVICES*

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

February 24, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, and the Division for Children, Youth and Families to enter into contracts with the Contractors listed below in an amount not to exceed $1,018,011 to provide home visiting services, with the option to renew for up to four (4) additional years, effective April 1, 2023, upon Governor and Council approval through September 30, 2024. 76% Federal Funds, 24% General Funds.

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| VNA at HCS, Inc. | 177274-B002 | Keene Catchment Area | $508,737.00 |
| TLC Family Resource Center | 170625-B001 | Claremont Catchment Area | $509,274.00 |
| | | **Total:** | **$1,018,011.00** |

*Note the Department submitted requested actions for other areas of the state which were approved at the G&C Meeting on 2/8/23, thus ensuring statewide coverage is obtained.*

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

No purchase order numbers will be assigned to Division for Children, Youth and Families but that the Division of Public Health Services will be using purchase order numbers and New Hampshire First System.

**See attached fiscal details.**

**EXPLANATION**

The purpose of this request is to provide home visiting services to pregnant individuals, and families with children up to age five (5), by utilizing the evidence-based home visiting model

from Healthy Families America and its Child Welfare Protocols. This nationally recognized program demonstrates positive outcomes for families in the areas of positive parenting practices, improved maternal and child health, improved school readiness, increased economic self-sufficiency and parental educational attainment, and increased linkages and referrals to valuable community resources. This model has also demonstrated reduction in child maltreatment and family violence.[1] Healthy Families America is currently being provided in every County in New Hampshire. The purpose of this request is to ensure continuity of services, while supporting expansion of the program, making it available to a broader population of families, including those involved in New Hampshire's child welfare system.

Approximately 100 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Division of Public Health Services will monitor services by:

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

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

- Referrals
  - Share of families who are referred to Healthy Families America from Division for Children, Youth and Families. (Number of families currently enrolled in Healthy Families America Child Welfare Protocols and percentage of Healthy Families America Child Welfare Protocol slots currently used.)
  - Share of Division for Children, Youth and Families-referred families that were enrolled between three (3) and twenty-four (24) months of age.
  - Share of Division for Children, Youth and Families-referred families with a recent assessment of a Substance Exposed Infant.
- Enrollments
  - Average time to enrollment from the time and date of referral.
  - Number of days from referral date to the first home visit.
  - Share of families that are offered Healthy Family America and percentage of offered families who decide to receive Health Family America.
  - Proportion of families that are retained in the program over specified periods of time, (three (3) months, six (6) months, and every six (6) months thereafter) after receiving a first home visit.

[1] HFA Evidence of Effectiveness 2022 Website.pdf (healthyfamiliesamerica.org)

- Proportion of families who receive at least seventy-five percent (75%) of the appropriate number of home visits based upon the individual level of service to which they are assigned.

- Program Completion
  - Share of families who do not complete the program, including, reason for non-completion and/or discharge.
  - Share of families that discharged who completed a minimum of specified periods of service. (Starting at six (6) months, and every six (6) months thereafter up until thirty-six (36) months of service.)
- Short-term Outcomes
  - Share of families with a new case opened to the Division for Children, Youth and Families, or a new report of maltreatment, within six (6) months after discharge.
  - Share of children who enter out-of-home placement within six (6) months after discharge, including breakdown of placement type.
  - Share of children who enter any form of out-of-home placement within twelve (12) months of discharge.
  - Differences in outcomes outlined above (i.e., prevention of out-of-home removal, decreases in risk/needs) by racial/ethnic and geographic characteristics.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from August 30, 2022 through September 23, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, over 35 New Hampshire families will experience a lapse in preventive services they have come to depend on, leaving vulnerable families without access to proven support for preventing child abuse and neglect, family violence, low birth weight, maternal depression, and developmental delays.

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

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

## DIVISION OF PUBLIC HEALTH SERVICES (DPHS) FUNDS

**05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN PUBLIC HEALTH DIV, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, 100% FEDERAL CFDA #93.870 FAIN # X1043595, X1046878**

TLC Family Resource Center - Vendor #170625-B001

| State Fiscal Year | Class/Account | Class Title | Job Number | Budget Amounts |
|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for Prgm Srvs | 90083208 | $43,500.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $174,000.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $43,500.00 |
| | | | SUBTOTAL: | $261,000.00 |

VNA at HCS, Inc. - Vendor #177274-B002

| State Fiscal Year | Class/Account | Class Title | Job Number | Budget Amounts |
|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for Prgm Srvs | 90083208 | $36,646.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $146,583.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083210 | $36,646.00 |
| | | | SUBTOTAL: | $219,875.00 |
| | | | Total of AU 5896 | $480,875.00 |

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

TLC Family Resource Center - Vendor #170625-B001

| State Fiscal Year | Class/Account | Class Title | Job Number | Budget Amounts |
|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Rel | 90083206 | $2,454.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $9,816.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $2,454.00 |
| | | | SUBTOTAL: | $14,724.00 |

VNA at HCS, Inc. - Vendor #177274-B002

| State Fiscal Year | Class/Account | Class Title | Job Number | Budget Amounts |
|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Rel | 90083206 | $4,090.00 |
| 2024 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $16,361.00 |
| 2025 | 074-500589 | Grants for Pub Asst and Rel | 90083207 | $4,090.00 |
| | | | SUBTOTAL: | $24,541.00 |
| | | | Total of AU 2451 | $39,265.00 |
| | | | DPHS Subtotal | $520,140.00 |

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

**05-95-042-421010-29580000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – 50% FEDERAL CFDA #93.658 FAIN # 2201NHFOST**

TLC Family Resource Center - Vendor #170625-B001

| State Fiscal Year | Class/Account | Class Title | Job Number | Budget Amounts |
|---|---|---|---|---|
| 2023 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $38,925.00 |
| 2024 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $155,700.00 |
| 2025 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $38,925.00 |
| | | | Subtotal | $233,550.00 |

VNA at HCS, Inc. - Vendor #177274-B002

| State Fiscal Year | Class/Account | Class Title | Job Number | Budget Amounts |
|---|---|---|---|---|
| 2023 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $44,053.00 |
| 2024 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $176,215.00 |
| 2025 | 637-504181 | TITLE IV-E FOSTER CARE SERVICE | 42105869 | $44,053.00 |
| | | | SUBTOTAL: | $264,321.00 |
| | | | Total of AU 2958 | $497,871.00 |
| | | | GRAND TOTAL: | $1,018,011.00 |

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

**Project ID #** RFP-2023-DPHS-08-HOMEV

**Project Title** Home Visiting Services

| | Maximum Points Available | VNA at HCS, Inc. | TLC Family Resource Center |
|---|---|---|---|
| **Technical** | | | |
| Experience (Q1 – Q5) | 30 | 28 | 26 |
| Organizational Capacity (Q6 – Q11 & Appendix J) | 35 | 30 | 31 |
| Performance Improvement (Q12 – Q16) | 25 | 22 | 21 |
| **Subtotal - Technical** | 90 | 80 | 78 |
| **Cost** | | | |
| Budget Sheet & Budget Narrative (Appendix F) | 5 | 4 | 4 |
| Program Staff List (Appendix G) | 5 | 4 | 4 |
| **Subtotal - Cost** | 10 | 8 | 8 |
| **TOTAL POINTS** | 100 | 88 | 86 |
| **TOTAL PROPOSED VENDOR COST** | | $520,172 | $956,415 |

| | Reviewer Name | Title |
|---|---|---|
| 1 | Gayleen Smith | Administrator III, Finance |
| 2 | Pauline Jesionowski | Finance Manager |
| 3 | Kristi Hart | Program Specialist IV, DPHS |
| 4 | Ashley Janos | Program Specialist IV, DCYF |
| 5 | Kelly McCormac | Assessment Supervisor IV, DCYF |
| 7 | Paula Gyurcsan | Program Planner I |

**FORM NUMBER P-37 (version 12/11/2019)**

**Subject: RFP-2023-DPHS-08-HOMEV-02 / Home Visiting Services**

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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>TLC Family Resource Center | | 1.4 Contractor Address<br>PO Box 109, 62 Pleasant Street<br>Claremont, NH 03743 | |
| 1.5 Contractor Phone Number<br>603-542-1848 Ext: 322 | 1.6 Account Number<br>05-95-90-902010-5896;<br>05-95-90-902010-2451;<br>05-95-42-421010-2958. | 1.7 Completion Date<br>9/30/2024 | 1.8 Price Limitation<br>$509,274.00 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Stephanie Slayton<br>Date: 2/28/2023 | | 1.12 Name and Title of Contractor Signatory<br>Stephanie Slayton<br>Executive Director | |
| 1.13 State Agency Signature<br>DocuSigned by: Patricia M. Tilley<br>Date: 2/28/2023 | | 1.14 Name and Title of State Agency Signatory<br>Patricia M. Tilley<br>Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino | | On: 3/6/2023 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials: DS SS
Date: 2/28/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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



Contractor Initials SS

Date 2/28/2023

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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



Contractor Initials SS

Date 2/28/2023

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials SS (DS)

Date 2/28/2023

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

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective April 1, 2023, ("Effective Date").

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

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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

# EXHIBIT B

## Scope of Services

## 1. Introduction

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

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

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

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

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

## 2. Key Definitions & Terminology

2.1. **Begin Date of Services** –The date the Contractor initiated contact with the client/family, and corresponds with the date listed as "begin date of services" on the Division for Children, Youth and Families (DCYF) Service Authorization Form.

2.2. **CPS** – Child Protective Services.

2.3. **CQI** – Continuous Quality Improvement.

2.4. **Cultural Humility** – Maintaining a willingness to suspend what you know, or what you think you know, about a person based on generalizations about their culture. Rather what you learn about a participant's culture stems from being open to what they themselves have determined is their personal expression of their heritage and culture.

2.5. **CWP** – Child Welfare Protocols.

2.6. **DCYF** – Division for Children, Youth and Families.

2.7. **DHHS** – Department of Health and Human Services.

2.8. **DPHS** – Division of Public Health Services.

2.9. **DO** – District Office.

2.10. **Face-to-face** – An in-person or virtual interaction or home visit (defined below) following the date on which the referral was made in which a provider begins working with the families to deliver HFA.

2.11. **FFPSA** – Family First Prevention Services Act.

2.12. **FTE** – Full time equivalent is a figure calculated from the number of full-time and part-time employees in an organization that represents these workers as a comparable number of full-time employees.

2.13. **GGK** – Growing Healthy Kids is a user friendly and truly comprehensive strength-based approach to growing nurturing parent-child relationships and supporting healthy childhood development.

2.14. **HFA** – Healthy Families America.

2.15. **HFA model** – A well-supported practice that provides home visiting designed to work with families who may have histories of trauma, intimate partner violence, mental health challenge, and/or substance use disorders. HFA services are delivered voluntarily, intensively, and over the long-term.

2.16. **HFA BPS** – Healthy Families America Best Practice Standards.

2.17. **HFA CWP model** – A set of protocols that requires the existing model requirements be provided, while offering additional guidance related to enrollment, caseload management, and establishing a formal MOU with child welfare in order to best serve families. Services are offered for a minimum of three years, regardless of the age of the child at intake, and supports families

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

2.18. **HRSA** – Health Resource and Services Administration is the primary Federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable and the funding source of the MIECHV.

2.19. **MIECHV** – Maternal, Infant and Early Childhood Home Visiting – a program that supports pregnant individuals and families and helps at-risk parents of children from birth to kindergarten entry to tap the resources and hone the skills they need to raise children who are physically, socially and emotionally healthy and ready to learn.

2.20. **MOU/MOA** – Memorandum of Understanding/Memorandum of Agreement – a written agreement between two (2) parties to provide certain services.

2.21. **Open Assessment** – Any report of concern received by DCYF that is screened in by DCYF's central intake, and is being investigated by child protection staff.

2.22. **Open Case** – Any case opened to DCYF, including community-based/internal voluntary cases.

2.23. **Out-of-Home Placement** – The removal of a child from their normal place of residence to reside in a court-ordered substitute care setting under the placement and care responsibility of DCYF.

2.24. **PAT** – Parents As Teachers – a foundational curriculum used as an approach to working with families that is relationship-based and parenting-focused.

2.25. **PII** – Personally Identifiable Information.

2.26. **QA** – Quality Assurance.

2.27. **Virtual Home Visit** - A home visit, as described in an applicable service delivery model that is conducted solely by the use of electronic information and telecommunications technologies.[1]

2.28. **Well-supported practice** – An evidence-based service that has at least two (2) contrasts, with non-overlapping samples in studies carried out in usual care or practice settings that achieve a rating of moderate or high on design and execution and demonstrate favorable effects in a target outcome domain. At least one (1) of the contrasts must demonstrate a sustained favorable effect of at least 12 months beyond the end of treatment on at least one (1) target outcome.

## 3. Statement of Work

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

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

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

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

3.2.1. Are first-time parents.

3.2.2. Have income of less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.

3.2.3. Are less than twenty-one (21) years of age.

3.2.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.

3.2.5. Have a history of substance misuse or need substance use disorder treatment.

3.2.6. Are users of tobacco products in the home.

3.2.7. Have or have had a child(ren) with low student achievement.

3.2.8. Have a child(ren) with developmental delays or disabilities.

3.2.9. Are in families that include individuals who are serving or have formerly served in the armed forces.

3.3. The Contractor must service a portion of families utilizing the HFA Child Welfare Protocols (CWP) in the Claremont DCYF Catchment Area Location, which is attached as Attachment 1. Virtual home visits may also be accommodated, in compliance with HFA requirements. The Contractor must ensure families being served utilizing the CWP have an expanded enrollment window, allowing for enrollment of families with a child up to twenty-four (24) months old, referred by the child welfare system, who are participating in the service voluntarily. The Contractor must serve no less than five (5) DCYF families during the first six (6) months of the contract period and no less than thirteen (13) families thereafter through the end of the contract period.

3.4. The Contractor must serve fifteen (15) families in the Claremont DCYF Catchment Area Location under the traditional HFA model.

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

3.5.1. Pregnant or parenting youth in foster care.

3.5.2. Families with an infant born exposed to substances.

3.5.3. Families assessed by DCYF where the assessment will be closed unfounded.

3.5.4. Families with an open DCYF case who have recently reunified.

3.6. The Contractor must provide services with the goal of reducing risk of maltreatment for children assessed by the DCYF by:

3.6.1. Serving families involved with DCYF through open assessments or open cases, and also beyond their DCYF involvement.

3.6.2. Strengthening parent-child relationships.

3.6.3. Promoting healthy childhood growth.

3.6.4. Enhancing family functioning and protective factors both during and beyond their DCYF involvement with a long-term outcome goal of decreasing future system involvement and the need for out-of-home placement.

3.7. The Contractor must provide services that address the diverse needs of children and families in order to improve health and development outcomes for priority populations through evidence-based home visiting programs, with fidelity to the HFA model BPS. The Contractor must:

3.7.1. Be approved through the HFA model to provide services under this Agreement. The Contractor must:

3.7.1.1. Be approved through HFA, to implement the HFA CWP, which allows enrollment into HFA for DCYF referred families up to twenty-four (24) months of age.

3.7.1.2. Have HFA CWP available in the Claremont DCYF Catchment Area Location within six (6) months of Governor and Executive Council approval of this Agreement.

3.7.1.2.1 Should the Contractor be unable to begin providing services through the HFA CWP by the date specified above, a corrective action plan must be developed by the Contactor and approved by the Department.

3.7.1.2.1.1. In the event that the HFA National Office denies the Contractor use of the CWP, the Contractor must develop a subcontract or MOA with an approved, accredited HFA provider to provide this service, no later than thirty (30) business days from the date of the denial.

3.7.2. Select and implement an evidence-based curriculum to support

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

3.7.2.1. Parents as Teachers (PAT), as an annually trained "Approved user;" or

3.7.2.2. Growing Great Kids (GGK) with certification of training.

3.7.3. Collaborate with other early childhood and social service agencies to support linkages to services beneficial to families.

3.7.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA model are addressed in agency policies.

3.7.5. Enter personally identifiable information (PII) for all participants served under this Agreement into the Department's designated Home Visiting Data System.

3.8. The Contractor must identify positive ways to establish relationships with each family and keep families engaged and connected over time, as participants may be reluctant to engage in services and may have difficulty building trusting relationships. The Contractor must use creative outreach strategies, such as Motivational Interviewing, to re-engage families who have disengaged.

3.9. The Contractor must adhere to HFA's site requirements by ensuring weekly individual supervision is received by all direct service staff.

3.10. The Contractor must provide monthly reflective consultation groups for direct service staff and supervisors with a skilled Infant Mental Health consultant.

3.11. The Contractor must offer home visits by licensed nurses (registered nurse (RN) or greater education level) during the prenatal and post-partum periods at a frequency of once per trimester prenatally, and once per quarter during the first year post-partum.

3.12. The Contractor must offer services that are comprehensive and focus on supporting the parent/caregiver, as well as supporting the parent-child interaction and child development. Additionally, all families must be linked to a medical provider and other services, as appropriate.

3.13. The Contractor must obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be made available for review by the Department during site visits for selected case reviews.

3.14. The Contractor must coordinate, where possible, with other local service providers including, but not limited to:

3.14.1. Health care providers.

3.14.2. Social workers.

3.14.3. Social services.

3.14.4. Early interventionists.

3.15. The Contractor must develop and maintain an advisory group comprised of community partners, family participants, and agency staff with a wide range of skills and abilities, including representatives with diverse skills, strengths, community knowledge, professions, and cultural diversity. The Contractor must:

3.15.1. Promote equity in all facets of operations with families, staff, and community.

3.15.2. Maintain policy or other written guidance expressing the Contractor's commitment to respectful staff interactions and supporting staff to continually strengthen their relational skills focused on diversity, equity, and inclusion.

3.15.3. Gather information to reflect on and better understand issues impacting staff and families served and to examine the effectiveness of its equity strategies.

3.15.4. Develop an equity plan based on what it learns about itself, from an equity perspective, in the way it supports its staff, the families it serves, and the community it works within to set a course for continuous improvement to achieve greater equity in all facets of its work.

3.16. The Contractor must evaluate the progress of each program participant, as well as the performance of programs and services provided.

3.17. The Contractor must ensure that they:

3.17.1. Collaborate with relevant DCYF staff and related stakeholders when a valid release of information has been signed or a subpoena has been issued by the court.

3.17.2. Make reports to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility, as mandated reporters under New Hampshire law.

3.18. The Contractor must actively and regularly collaborate monthly, with both Divisions, to enhance contract management, improve results, and adjust program delivery and policy, based on successful outcomes.

**3.19. Compliance Standards**

3.19.1. The Contractor must offer services to all families referred by the Department unless that family is identified as ineligible for HFA under model specifications and requirements.

3.19.2. The Contractor must ensure referrals are accepted from multiple

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

3.19.2.1. DCYF Juvenile Justice Services.

3.19.2.2. DCYF Child Protective Services (CPS).

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

3.19.3.1. All data reporting;

3.19.3.2. Record keeping and retention;

3.19.3.3. Fiscal compliance;

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

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

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

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

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

**3.20. Staffing:**

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

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

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

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

3.20.3.1. Attending a four-day core training that is specialized based on role (assessors, home visitors, and supervisors).

3.20.3.2. Supervisors attending one (1) additional day for the core training and an optional three (3) days of training that focuses on building reflective supervision skills.

3.20.3.3. Program managers are required to attend core training plus three (3) days of training focused on how to implement the model to fidelity using the HFA BPS.

3.20.4. The Contractor must ensure additional available training is beneficial to the staff in delivering HFA. Training and conferences topics must include but are not limited to:

3.20.4.1. Substance use.

3.20.4.2. Childhood Maltreatment (Abuse/Neglect).

3.20.4.3. Parenting techniques.

3.20.4.4. Cultural competence/humility.

3.20.4.5. Childhood and generational trauma (Trauma-Informed).

3.20.4.6. Engagement strategies.

3.20.5. The Contractor must ensure each Family Support Specialist (FSS) maintains a caseload of no more than ten (10) to twelve (12) families per 1 FTE for the first two (2) years of employment and no more than fifteen (15) to twenty (20) families per one (1) FTE after completing 24 months of employment for traditional HFA; and no more than ten (10) to twelve (12) families at any time for HFA CWP. These caseload maximums shall be prorated per HFA requirements for staff with less than 40 hours per week dedicated to the role of FSS.

3.21. The Contractor must maintain HFA accreditation and follow all BPS related to hiring, staffing levels, training, and supervision among other components of the model.

**3.22. Discharge from HFA services:**

3.22.1. The Contractor must develop a service plan for each family, beginning at the time of admission and continuing throughout service.

3.22.2. The Contractor must not discharge any family referred by the Department without following a protocol specified by the Department.

**3.23. Extending HFA services:**

3.23.1. The Contractor must offer HFA Services to the child and family, for a

minimum of three (3) years in total.

**3.24. Reporting**

3.24.1. The Contractor must complete a Monthly Capacity Analysis Report, which is attached as Attachment 2 on a form provided by the Department. This document must be submitted to DPHS no later than the 15th of each month, containing the prior month's data.

3.24.2. The Contractor, on a quarterly (January, April, July, and October) and annual (October) basis, must submit to DCYF:

3.24.2.1. Form 1, which is attached as Attachment 3.

3.24.2.2. Form 2, which is attached as Attachment 4.

3.24.3. The Contractor may be required to provide new data reporting requirements, or other key data and metrics including client-level demographic, performance, and service data to the Department in a format specified by the Department.

**3.25. Background Checks**

3.25.1. For all Contractor employees, interns, volunteers, and any subcontractor employees, interns, and volunteers providing services under this Agreement, the Contractor must, at its own expense, after obtaining a signed and notarized authorization form the individual(s) for whom information is being sought:

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

3.25.1.2. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) center registry pursuant to RSA 169-C:35;

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

3.25.1.3.1. Felony conviction; or

3.25.1.3.2. Any misdemeanor conviction involving:

3.25.1.3.2.1. Physical or sexual assault;

3.25.1.3.2.2. Violence;

3.25.1.3.2.3. Exploitation;

3.25.1.3.2.4. Child pornography;

3.25.1.3.2.5. Threatening or reckless conduct;

3.25.1.3.2.6. Theft;

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

3.25.1.3.2.8. Any other conduct that represents evidence of behaviors that could endanger the well-being of any individual served under this Agreement; and

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

3.25.2.1. The individual's name is not on the BEAS state registry;

3.25.2.2. The individual's name is not on the DCYF central registry;

3.25.2.3. The individual does not have a record of a felony conviction; or

3.25.2.4. The individual does not have a record of any misdemeanors as specified above.

**3.26. Confidential Data**

3.26.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.

3.26.2. The Contractor must ensure any staff and/or volunteers involved in delivering services through this Agreement, sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

3.26.3. Upon request, the Contractor must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to asses, at minimum, the following:

3.26.3.1. How PII is gathered and stored;

3.26.3.2. Who will have access to PII;

3.26.3.3. How PII will be used in the system;

3.26.3.4. How individual consent will be achieved and revoked and

3.26.3.5. Privacy practices.

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

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

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

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

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

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

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

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

**3.28. Website and Social Media**

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

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

**3.29. Performance Measures**

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

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

## 4. Exhibits Incorporated

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

Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

## 5. Additional Terms

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

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

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

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

### 5.3. Credits and Copyright Ownership

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

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

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

original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

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

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

## 6. Records

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

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

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

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

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

# Attachment 1:
# DCYF Catchment Area Locations

## Berlin
*(650 Main Street Suite 200, Berlin NH 03570)*

**Serving the cities, towns, and locations of:**

- Atkinson and Gilmanton Academy Grant
- Bean's Grant
- Bean's Purchase
- Berlin
- Bretton Woods
- Cambridge
- Carroll
- Cascade
- Chandlers Purchase
- Clarksville
- Colebrook
- Columbia
- Coos Junction
- Crawford's Purchase
- Crystal
- Cutt's Grant
- Dalton
- Dix's Grant
- Dixville
- Dummer
- Errol
- Ervings Location
- Fabyan Gorham
- Grange Greens Grant
- Groveton
- Hadley's Purchase
- Jefferson
- Kilkenny
- Lancaster
- Low and Burbank's Grant
- Maplewood
- Martin's Location
- Milan
- Millsfield
- North Stratford
- Northumberland
- Odell
- Percy
- Pinkham's Grant
- Pittsburg
- Randolph
- Riverton
- Sargent's Purchase
- Second College Grant
- Shelburne
- South Lancaster
- Stark
- Stewartstown
- Stratford
- Stratford Hollow
- Success
- Thompson & Meserve's Purchase
- Twin Mountain
- Wentworth's Location
- West Milan
- West Stewartstown
- Whitefield

## Littleton
*(80 North Littleton Road, Littleton, NH 03561)*

**Serving the cities, towns, and locations of:**

- Apthorp
- Bath
- Benton
- Bethlehem
- Bethlehem Junction
- Center Haverhill
- East Haverhill
- Easton
- Franconia
- Glencliff
- Haverhill
- Landaff
- Lincoln
- Lisbon
- Littleton
- Livermore
- Lyman
- Monroe
- North Haverhill
- North Woodstock
- Pierce Bridge
- Piermont
- Pike
- Sugar Hill
- Warren
- Woodstock
- Woodsville

# Attachment 1:
# DCYF Catchment Area Locations

| Conway<br>*(71 Hobbs Street, Conway NH 03818)* | | |
|---|---|---|
| **Serving the cities, towns, and locations of:** | | |
| ▪ Albany | ▪ Freedom | ▪ Redstone |
| ▪ Bartlett | ▪ Glen | ▪ Sanbornville |
| ▪ Brookfield | ▪ Granite | ▪ Sandwich |
| ▪ Center Conway | ▪ Hale's Location | ▪ Silver Lake |
| ▪ Center Effingham | ▪ Hart's Location | ▪ Snowville |
| ▪ Center Ossipee | ▪ Intervale | ▪ South Chatham |
| ▪ Center Sandwich | ▪ Jackson | ▪ South Effingham |
| ▪ Center Tuftonboro | ▪ Kearsarge | ▪ South Tamworth |
| ▪ Chatham | ▪ Madison | ▪ Tamworth |
| ▪ Chocorua | ▪ Melvin Village | ▪ Tuftonboro |
| ▪ Conway | ▪ Mirror Lake | ▪ Union |
| ▪ East Conway | ▪ Moultonborough | ▪ Wakefield |
| ▪ East Wakefield | ▪ Moultonville | ▪ West Ossipee |
| ▪ Eaton | ▪ North Conway | ▪ Wolfeboro |
| ▪ Effingham | ▪ North Sandwich | ▪ Wolfeboro Falls |
| | ▪ Ossipee | ▪ Wonalancet |

| Claremont<br>*(17 Water Street, Suite 301, Claremont NH 03743)* | | |
|---|---|---|
| **Serving the cities, towns, and locations of:** | | |
| ▪ Acworth | ▪ Georges Mills | ▪ Orange |
| ▪ Beauregard Village | ▪ Goshen | ▪ Orford |
| ▪ Burkehaven | ▪ Grafton | ▪ Plainfield |
| ▪ Canaan | ▪ Grantham | ▪ South Acworth |
| ▪ Charlestown | ▪ Guild | ▪ South Charlestown |
| ▪ Claremont | ▪ Hanover | ▪ Springfield |
| ▪ Cornish | ▪ Langdon | ▪ Sunapee |
| ▪ Cornish Flat | ▪ Lebanon | ▪ Unity |
| ▪ Croydon | ▪ Lempster | ▪ Washington |
| ▪ East Lempster | ▪ Lyme | ▪ West Canaan |
| ▪ Enfield | ▪ Lyme Center | ▪ West Lebanon |
| ▪ Enfield Center | ▪ Meriden | ▪ West Springfield |
| ▪ Etna | ▪ Mount Sunapee | ▪ West Unity |
| | ▪ Newport | |

# Attachment 1:
# DCYF Catchment Area Locations

**Keene**
*(111 Key Road, Keene NH 03431)*

**Serving the cities, towns, and locations of:**

- Alstead
- Antrim
- Ashuelot
- Bennington
- Chesterfield
- Deering
- Drewsville
- Dublin
- East Sullivan
- East Swanzey
- East Westmoreland
- Fitzwilliam
- Gilsum
- Greenfield
- Greenville
- Hancock
- Harrisville
- Hillsborough
- Hillsborough Upper Village
- Hinsdale
- Jaffrey
- Keene
- Marlborough
- Marlow
- Munsonville
- Nelson
- New Ipswich
- North Swanzey
- North Walpole
- Peterborough
- Richmond
- Rindge
- Roxbury
- Sharon
- Spofford
- Stoddard
- Sullivan
- Surry
- Swanzey
- Temple
- Troy
- Walpole
- West Chesterfield
- West Deering
- West Peterborough
- West Swanzey
- Westmoreland
- Westport
- Winchester
- Windsor

**Laconia**
*(65 Beacon Street West, Laconia NH 03246)*

**Serving the cities, towns, and locations of:**

- Alexandria
- Alton
- Alton Bay
- Ashland
- Barnstead
- Bear Island
- Belmont
- Bridgewater
- Bristol
- Campton
- Center Barnstead
- Center Harbor
- Dorchester
- East Holderness
- Ellsworth
- Gilford
- Gilmanton
- Gilmanton Corners
- Gilmanton Iron Works
- Glendale
- Governor Isle
- Groton
- Hebron
- Holderness
- Laconia
- Lakeport
- Lochmere
- Lower Gilmanton
- Meredith
- Meredith Center
- New Hampton
- North Sanbornton
- Plymouth
- Quincy
- Rumney
- Sanbornton
- Thornton
- Tilton
- Waterville Valley
- Weirs
- Wentworth
- West Alton
- West Rumney
- Winnisquam

# Attachment 1:
# DCYF Catchment Area Locations

| **Concord**<br>*(40 Terrill Park Drive, Concord NH 03301)* | | |
|---|---|---|
| **Serving the cities, towns, and locations of:** | | |
| ▪ Allenstown | ▪ Epsom | ▪ Penacook |
| ▪ Andover | ▪ Francestown | ▪ Pinardville |
| ▪ Blodgett Landing | ▪ Franklin | ▪ Pittsfield |
| ▪ Boscawen | ▪ Gerrish | ▪ Potter Place |
| ▪ Bow | ▪ Goffstown | ▪ Salisbury |
| ▪ Bradford | ▪ Gossville | ▪ Short Falls |
| ▪ Canterbury | ▪ Henniker | ▪ South Danbury |
| ▪ Chichester | ▪ Hill | ▪ South Sutton |
| ▪ Concord | ▪ Hooksett | ▪ Suncook |
| ▪ Contoocook | ▪ Hopkinton | ▪ Sutton |
| ▪ Danbury | ▪ Loudon | ▪ Warner |
| ▪ Davisville | ▪ New Boston | ▪ Weare |
| ▪ Dunbarton | ▪ New London | ▪ Webster |
| ▪ East Andover | ▪ Newbury | ▪ Webster Lake |
| ▪ East Concord | ▪ North Sutton | ▪ West Franklin |
| ▪ East Sutton | ▪ North Wilmot | ▪ Wilmot |
| ▪ Elkins | ▪ Northfield | ▪ Wilmot Flat |
| | ▪ Pembroke | |

| **Manchester**<br>*(1050 Perimeter, Suite 501, Manchester. NH 03103)* |
|---|
| Serving the city of:<br>Manchester |

# Attachment 1:
# DCYF Catchment Area Locations

**Rochester**
*(150 Wakefield Street Suite 22, Rochester NH 03867)*

**Serving the cities, towns, and locations of:**

- Barrington
- Center Strafford
- Dover
- Durham
- East Rochester
- Farmington
- Gonic
- Lee
- Madbury
- Middleton
- Milton
- Milton Mills
- New Durham
- Rochester
- Rollinsford
- Strafford

**Seacoast**
*(19 Rye St. Portsmouth, NH 03801)*

**Serving the cities, towns, and locations of:**

- Auburn
- Brentwood
- Candia
- Danville
- Deerfield
- East Kingston
- Epping
- Exeter
- Fremont
- Greenland
- Hampton
- Hampton Beach
- Hampton Falls
- Kensington
- Kingston
- New Castle
- Newfields
- Newington
- Newmarket
- Newton
- Newton Junction
- North Hampton
- Northwood
- Nottingham
- Portsmouth
- Raymond
- Rye
- Rye Beach
- Seabrook
- Somersworth
- South Hampton
- Stratham
- West Nottingham

**Southern**
*(26 Whipple St. Nashua, NH 03060)*

**District Office serving the cities, towns, and locations of:**

- Amherst
- Bedford
- Brookline
- Hollis
- Hudson
- Litchfield
- Lyndeborough
- Mason
- Merrimack
- Milford
- Mont Vernon
- Nashua
- North Salem
- Pelham
- Reeds Ferry
- Salem
- Wilton
- Windham

**Southern Telework serving the cities, towns, and locations of:**

- Atkinson
- Chester
- Derry
- East Derry
- East Hampstead
- Hampstead
- Londonderry
- Plaistow
- Sandown

# Attachment 2 - Capacity Analysis Report

| | |
|---|---|
| INTRODUCTION & NOTES | **CASELOAD AND CAPACITY ANALYSIS** — *to be completed for each month of the contract period*<br>This [illegible] are calculated across all LIAs. Please do not copy this workbook to use next month; instead, open the file named for monthly data you are reporting (i.e., to early January, use the file named "2021 12" to report December 2021 data). Please do not change the name of the file when emailing the report to NH DHHS. The "New Home Visitor" tab has been designed for home visitors in their first 24 months to [illegible] |
| USE | 1. Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into theGREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a home visitor.<br>2. Enter the number of families on each level that the home visitor saw in the reporting month.<br>3. Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.<br>4. If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.<br>5. Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.<br>NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be! |
| MAINTENANCE | [illegible]<br>If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to USE, Step 1.<br><br>If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:<br>1. Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis")<br>2. Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet::<br>a. # families served, per case weight category (cells E3:I3)<br>b. % of monthly home visitor capacity utilized (cells E7, F7)<br>c. Service Utilization % (cells, E10, F10) |
| Note: The # of hours paid should be the salaried or expected contracted hours for HFA only, regardless of vacation days, out of office, sick, etc.<br>Note: The % of time spent home visiting should be the % of time - of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, the % will be 100%<br>Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your LIA<br>If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red. | |

# Attachment 2 - Capacity Analysis Report

| | |
|---|---|
| Month for Caseload Analysis | January 2022 |
| Hire Date (New Hire under 24 months emp) | |
| Name of staff member | |
| # hours per week worked for HFA only | |
| Of the hours above, % time as HFA home visitor | |
| Caseload multiplier | 0.00 |

6/28/2022

Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special needs

| Levels | Description | Number of Families on Level | Weight | Weighted Caseload per Level | # of families with additional caseweight due to PSCs: 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | Extra Case Weight |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Level 2P | Prenatal - visits every other week during first and second trimester | | 2.00 | 0 | | | | | | | 0 |
| Level 1P | Prenatal - visits every week in third trimester (or earlier if needed) | | 2.00 | 0 | | | | | | | 0 |
| Level 1 | First 6 months after birth or enrollment - visits every week | | 2.00 | 0 | | | | | | | 0 |
| Level 2 | Visits every other week | | 1.00 | 0 | | | | | | | 0 |
| Level 3 | Visits once per month | | 0.50 | 0 | | | | | | | 0 |
| Level 1SS | Crisis intervention - visits weekly, or more if needed | | 3.00 | 0 | | | | | | | |
| Level 4 | Visits once per quarter | | 0.25 | 0 | | | | | | | |
| Creative Outreach (CO) | Creative Outreach (CO) is for families that completed at least one | | | | | | | | | | |
| Level CO1 | home visit but became disengaged. | | 2.00 | 0 | | | | | | | |
| Level CO2 | CO families are given the same caseweight they had prior to going on | | 1.00 | 0 | | | | | | | |
| Level CO3 | CO, to ensure space if re-engaged. | | 0.50 | 0 | | | | | | | |
| Temporary Assignments (TO, TR) | Temporarily Out of Area (TO): for up to 3 months, families are given | | | | | | | | | | |
| Level TO1 | the same caseweight they had prior to going on CO, to ensure space if | | 2.00 | 0 | | | | | | | |
| Level TO2 | re-engaged. | | 1.00 | 0 | | | | | | | |
| Level TO3 | Temporary Re-Assignment (TR): for up to 3 months, families accept | | 0.50 | 0 | | | | | | | |
| Level TR | voluntary re-assignment to another FSW due to leave or turnover | | 0.50 | 0 | | | | | | | |
| | Actual totals | 0 | | 0 | Total additional PSC caseweights | | | | | | |
| | Maximum for fidelity | 0 | | 0 | 0 | | | | | | |
| | HFA CAPACITY CALCULATION | #DIV/0! | | | | | | | | | |
| | FSW Contribution to HRSA CAPACITY CALCULATION | 0.0% | | | | | | | | | |

not applicable

# Attachment 2 - Capacity Analysis Report

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Month for Caseload Analysis | | 6/28/2022 | | | Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special needs | | | | | | |
| Hire Date (New Hire under 24 months emp) | | | | | | | | | | | |
| Name of staff member | | | | | | | | | | | |
| # hours per week worked for HFA only | | | | | | | | | | | |
| Of the hours above, % time as HFA home visitor | | | | | | | | | | | |
| Caseload multiplier | 0.00 | | | | # of families with additional caseweight due to PSCs | | | | | | |
| Levels | Description | Number of Families on Level | Weight | Weighted Caseload per Level | 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | Extra Case Weight |
| Level 2P | Prenatal - visits every other week during first and second trimester | | 2.00 | 0 | | | | | | | 0 |
| Level 1P | Prenatal - visits every week in third trimester (or earlier if needed) | | 2.00 | 0 | | | | | | | 0 |
| Level 1 | First 6 months after birth or enrollment - visits every week | | 2.00 | 0 | | | | | | | 0 |
| Level 2 | Visits every other week | | 1.00 | 0 | | | | | | | 0 |
| Level 3 | Visits once per month | | 0.50 | 0 | | | | | | | 0 |
| Level 1SS | Crisis intervention - visits weekly, or more if needed | | 3.00 | 0 | | | | | | | |
| Level 4 | Visits once per quarter | | 0.25 | 0 | | | | | | | |
| Creative Outreach (CO) | Creative Outreach (CO) is for families that completed at least one | | | | | | | | | | |
| Level CO1 | home visit but became disengaged. | | 2.00 | 0 | | | | | | | |
| Level CO2 | CO families are given the same caseweight they had prior to going on | | 1.00 | 0 | | | | | | | |
| Level CO3 | CO, to ensure space if re-engaged. | | 0.50 | 0 | | | | | | | |
| Temporary Assignments (TO, TR) | Temporarily Out of Area (TO): for up to 3 months, families are given | | | | | | | | | | |
| Level TO1 | the same caseweight they had prior to going on CO, to ensure space if | | 2.00 | 0 | | | | | | | |
| Level TO2 | re-engaged. | | 1.00 | 0 | | | | | | | |
| Level TO3 | Temporary Re-Assignment (TR): for up to 3 months, families accept | | 0.50 | 0 | | | | | | | |
| Level TR | voluntary re-assignment to another FSW due to leave or turnover | | 0.50 | 0 | | | | | | | |
| | Actual totals: | 0 | | 0 | Total additional PSC caseweights | | | | | | |
| | Maximum for fidelity | 0 | | 0 | 0 | | | | | | |
| | HFA CAPACITY CALCULATION | #DIV/0! | | | | | | | | | |
| | FSW Contribution to HRSA CAPACITY CALCULATION | 0.0% | | | | | | | | | |

not applicable

# Attachment 2 - Capacity Analysis Report

| | |
|---|---|
| Month for Caseload Analysis | |
| Name of staff member | |
| # hours per week worked for HFA only | |
| Of the hours above, % time as HFA home visitor | |
| Caseload multiplier | 0.00 |

Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special needs

| Levels | Description | Number of Families on Level | Weight | Weighted Caseload per Level | # of families with additional caseweight due to PSCs: 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | Extra Case Weight |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Level 2P | Prenatal - visits every other week during first and second trimester | | 2.00 | 0 | | | | | | | 0 |
| Level 1P | Prenatal - visits every week in third trimester (or earlier if needed) | | 2.00 | 0 | | | | | | | 0 |
| Level 1 | First 6 months after birth or enrollment - visits every week | | 2.00 | 0 | | | | | | | 0 |
| Level 2 | Visits every other week | | 1.00 | 0 | | | | | | | 0 |
| Level 3 | Visits once per month | | 0.50 | 0 | | | | | | | 0 |
| Level 1SS | Crisis Intervention - visits weekly, or more if needed | | 3.00 | 0 | | | | | | | |
| Level 4 | Visits once per quarter | | 0.25 | 0 | | | | | | | |
| Creative Outreach (CO) | Creative Outreach (CO) is for families that completed at least one | | | | | | | | | | |
| Level CO1 | home visit but became disengaged. | | 2.00 | 0 | | | | | | | |
| Level CO2 | CO families are given the same caseweight they had prior to going on | | 1.00 | 0 | | | | | | | |
| Level CO3 | CO, to ensure space if re-engaged. | | 0.50 | 0 | | | | | | | |
| Temporary Assignments (TO, TR) | Temporarily Out of Area (TO): for up to 3 months, families are given | | | | | | | | | | |
| Level TO1 | the same caseweight they had prior to going on CO, to ensure space | | 2.00 | 0 | | | | | | | |
| Level TO2 | if re-engaged. | | 1.00 | 0 | | | | | | | |
| Level TO3 | Temporary Re-Assignment (TR): for up to 3 months, families accept | | 0.50 | 0 | | | | | | | |
| Level TR | voluntary re-assignment to another FSW due to leave or turnover | | 0.50 | 0 | | | | | | | |
| | Actual totals | 0 | | 0 | | | | | | | |
| | Maximum for fidelity | 0 | | 0 | | | | | | | |
| | HFA CAPACITY CALCULATION | #DIV/0! | | | | | | | | | |
| | FSW Contribution to HRSA CAPACITY CALCULATION | 0.0% | | | | | | | | | |

not applicable

Total additional PSC caseweights: 0

# Attachment 2 - Capacity Analysis Report

| | |
|---|---|
| Month for Caseload Analysis | |
| Name of staff member | |
| # hours per week worked for HFA only | |
| Of the hours above, % time as HFA home visitor | |
| Caseload multiplier | 0.00 |

| Levels | Description | Number of Families on Level | Weight | Weighted Caseload per Level |
|---|---|---|---|---|
| Level 2P | Prenatal - visits every other week during first and second trimester | | 2.00 | 0 |
| Level 1P | Prenatal - visits every week in third trimester (or earlier if needed) | | 2.00 | 0 |
| Level 1 | First 6 months after birth or enrollment - visits every week | | 2.00 | 0 |
| Level 2 | Visits every other week | | 1.00 | 0 |
| Level 3 | Visits once per month | | 0.50 | 0 |
| Level 1SS | Crisis intervention - visits weekly, or more if needed | | 3.00 | 0 |
| Level 4 | Visits once per quarter | | 0.25 | 0 |
| Creative Outreach (CO) | Creative Outreach (CO) is for families that completed at least one | | | |
| Level CO1 | home visit but became disengaged. | | 2.00 | 0 |
| Level CO2 | CO families are given the same caseweight they had prior to going on | | 1.00 | 0 |
| Level CO3 | CO, to ensure space if re-engaged. | | 0.50 | 0 |
| Temporary Assignments (TO, TR) | Temporarily Out of Area (TO): for up to 3 months, families are given | | | |
| Level TO1 | the same caseweight they had prior to going on CO, to ensure space | | 2.00 | 0 |
| Level TO2 | if re-engaged. | | 1.00 | 0 |
| Level TO3 | Temporary Re-Assignment (TR): for up to 3 months, families accept | | 0.50 | 0 |
| Level TR | voluntary re-assignment to another FSW due to leave or turnover | | 0.50 | 0 |
| | Actual totals | | | 0 |
| | Maximum for fidelity | 0 | | 0 |
| | HFA CAPACITY CALCULATION | #DIV/0! | | |
| | FSW Contribution to HRSA CAPACITY CALCULATION | 0.0% | | |

Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special needs

| # of families with additional caseweight due to PSCs | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | Extra Case Weight | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| | | | | | | 0 | |

not applicable

| Total additional PSC caseweights |
|---|
| 0 |

# Attachment 2 - Capacity Analysis Report

| | |
|---|---|
| Month for Caseload Analysis | |
| Name of staff member | |
| # hours per week worked for HFA only | |
| Of the hours above, % time as HFA home visitor | |
| Caseload multiplier | 0.00 |

| Levels | Description | Number of Families on Level | Weight | Weighted Caseload per Level |
|---|---|---|---|---|
| Level 2P | Prenatal - visits every other week during first and second trimester | | 2.00 | 0 |
| Level 1P | Prenatal - visits every week in third trimester (or earlier if needed) | | 2.00 | 0 |
| Level 1 | First 6 months after birth or enrollment - visits every week | | 2.00 | 0 |
| Level 2 | Visits every other week - | | 1.00 | 0 |
| Level 3 | Visits once per month | | 0.50 | 0 |
| Level 1SS | Crisis Intervention - visits weekly, or more if needed | | 3.00 | 0 |
| Level 4 | Visits once per quarter | | 0.25 | 0 |
| Creative Outreach (CO) | Creative Outreach (CO) is for families that completed at least one | | | |
| Level CO1 | home visit but became disengaged. | | 2.00 | 0 |
| Level CO2 | CO families are given the same caseweight they had prior to going on | | 1.00 | 0 |
| Level CO3 | CO, to ensure space if re-engaged. | | 0.50 | 0 |
| Temporary Assignments (TO, TR) | Temporarily Out of Area (TO): for up to 3 months, families are given | | | |
| Level TO1 | the same caseweight they had prior to going on CO, to ensure space | | 2.00 | 0 |
| Level TO2 | if re-engaged. | | 1.00 | 0 |
| Level TO3 | Temporary Re-Assignment (TR): for up to 3 months, families accept | | 0.50 | 0 |
| Level TR | voluntary re-assignment to another FSW due to leave or turnover | | 0.50 | 0 |
| | Actual totals | 0 | | 0 |
| | Maximum for fidelity | 0 | | 0 |
| | HFA CAPACITY CALCULATION | #DIV/0! | | |
| | FSW Contribution to HRSA CAPACITY CALCULATION | 0.0% | | |

Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special needs

| # of families with additional caseweight due to PSCs | | | | | | |
|---|---|---|---|---|---|---|
| 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | Extra Case Weight |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |

not applicable

| Total additional PSC caseweights |
|---|
| 0 |

# Attachment 2 - Capacity Analysis Report

| | |
|---|---|
| Month for Caseload Analysis | |
| Name of staff member | |
| # hours per week worked for HFA only | |
| Of the hours above, % time as HFA home visitor | |
| Caseload multiplier | 0.00 |

| Levels | Description | Number of Families on Level | Weight | Weighted Caseload per Level |
|---|---|---|---|---|
| Level 2P | Prenatal - visits every other week during first and second trimester | | 2.00 | 0 |
| Level 1P | Prenatal - visits every week in third trimester (or earlier if needed) | | 2.00 | 0 |
| Level 1 | First 6 months after birth or enrollment - visits every week | | 2.00 | 0 |
| Level 2 | Visits every other week | | 1.00 | 0 |
| Level 3 | Visits once per month | | 0.50 | 0 |
| Level 1SS | Crisis intervention - visits weekly, or more if needed | | 3.00 | 0 |
| Level 4 | Visits once per quarter | | 0.25 | 0 |
| Creative Outreach (CO) | Creative Outreach (CO) is for families that completed at least one | | | |
| Level CO1 | home visit but become disengaged. | | 2.00 | 0 |
| Level CO2 | CO families are given the same caseweight they had prior to going on | | 1.00 | 0 |
| Level CO3 | CO, to ensure space if re-engaged. | | 0.50 | 0 |
| Temporary Assignments (TO, TR) | Temporarily Out of Area (TO): for up to 3 months, families are given | | | |
| Level TO1 | the same caseweight they had prior to going on CO, to ensure space | | 2.00 | 0 |
| Level TO2 | if re-engaged. | | 1.00 | 0 |
| Level TO3 | Temporary Re-Assignment (TR): for up to 3 months, families accept | | 0.50 | 0 |
| Level TR | voluntary re-assignment to another FSW due to leave or turnover | | 0.50 | 0 |
| | Actual totals | 0 | | 0 |
| | Maximum for fidelity | 0 | | 0 |
| | HFA CAPACITY CALCULATION | #DIV/0! | | |
| | FSW Contribution to HRSA CAPACITY CALCULATION | 0.0% | | |

Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special needs

| # of families with additional caseweight due to PSCs | | | | | | |
|---|---|---|---|---|---|---|
| 0.5 | 1 | 1.5 | 2 | 2.5 | 3 | Extra Case Weight |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |
| | | | | | | 0 |

not applicable

Total additional PSC caseweights: 0

# Attachment 2 - Capacity Analysis Report

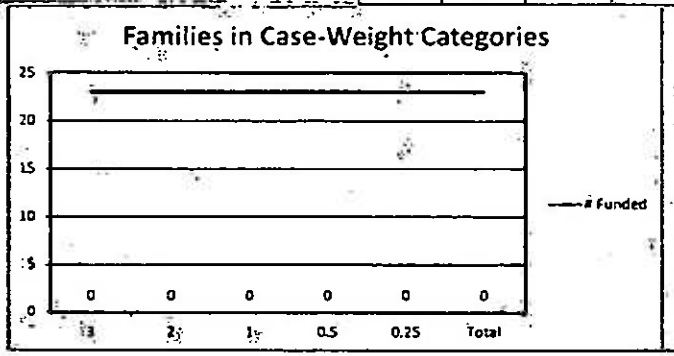
## LIA MONTHLY CAPACITY ANALYSIS

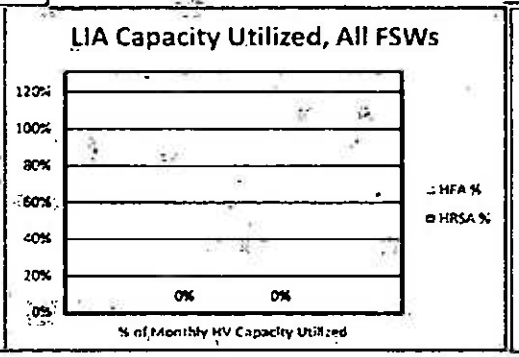
Case-Weight Categories:

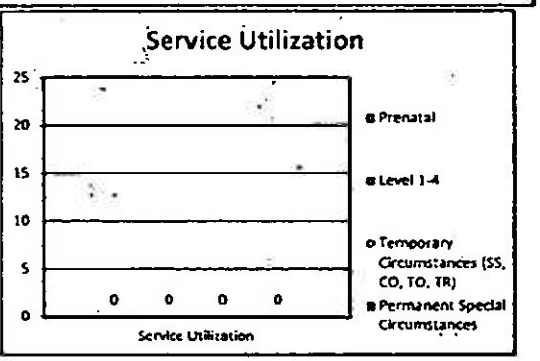
| | 3 | 2 | 1 | 0.5 | 0.25 | Total |
|---|---|---|---|---|---|---|
| # Families Served per category | 0 | 0 | 0 | 0 | 0 | 0 |
| # Funded | | | | | | 23 |

| % of Monthly HV Capacity Utilized | HFA % | HRSA % | Difference |
|---|---|---|---|
| | #DIV/0! | 0% | #DIV/0! |

| Service Utilization | Prenatal | Level 1-4 | Temporary | Permanent |
|---|---|---|---|---|
| | 0 | 0 | 0 | 0 |



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# Attachment 3 - FORM 1

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

# DEMOGRAPHIC, SERVICE UTILIZATION, AND SELECT CLINICAL INDICATORS

# Attachment 3 - FORM 1

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## SECTION A: PARTICIPANT DEMOGRAPHICS

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

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

| Notes: |
|---|

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

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

| Notes: |
|---|

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

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

| Notes: |
|---|

# Attachment 3 - FORM 1

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**Table 4: Adult Participants by Age**

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

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

| Notes: |
|---|

**Table 5: Index Children by Age**

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

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

| Notes: |
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**Table 6: Participants by Ethnicity**

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

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

# Attachment 3 - FORM 1

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| Notes: |
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Table 7: Participants by Race

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

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

| Notes: |
|---|

Table 8: Adult Participants by Marital Status

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

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

# Attachment 3 - FORM 1

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Notes:

Table 9: Adult Participants by Educational Attainment

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

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

Notes:

Table 10: Adult Participants by Employment Status

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

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

Notes:

# Attachment 3 - FORM 1

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

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

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

| Notes: |
|---|

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

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

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

# Attachment 3 - FORM 1

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Notes:

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

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

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

Notes:

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

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

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

Notes:

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## SECTION B: SERVICE UTILIZATION

### Table 15: Service Utilization

| Home Visits | Number |
|---|---|
| Total Number of Home Visits completed | |

| Notes: |
|---|

### Table 16: Family Engagement by Household

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

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

| Notes: |
|---|

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

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

| Notes: |
|---|

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## SECTION C: INSURANCE AND CLINICAL INDICATORS

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

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

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

Notes:

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

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

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

Notes:

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

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

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

| Notes: |
|---|

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## DEFINITIONS OF KEY TERMS

# Attachment 3 - FORM 1

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| Table Number | Field | Key Terms Requiring Definitions |
|---|---|---|
| All Tables | | **MIECHV Household:** For the purposes of reporting to HRSA on Form 1, a "MIECHV household" is defined as a family served during the reporting period by a trained home visitor implementing services with fidelity to the model and that is identified as a MIECHV household at enrollment. HRSA has identified two different methods that can be used to identify MIECHV households that are described below:<br><br>1: Home Visitor Personnel Cost Method (preferred method): Households are designated as MIECHV at enrollment based on the designation of the home visitor they are assigned. Using this methodology, recipients designate all households as MIECHV that are served by home visitors for whom at least 25 percent of his/her personnel costs (salary/wages including benefits) are paid for with MIECHV funding.<br>2. Enrollment Slot Method (temporary option): Households are designated as MIECHV households based on the slot they are assigned to at enrollment. Using this methodology, recipients identify certain slots as MIECHV-funded and assign households to these slots at enrollment in accordance with the terms of the contractual agreement between the MIECHV state recipient and the LIA regardless of the percentage of the slot funded by MIECHV.<br><br>Once designated as a MIECHV household, the household is tracked for the purposes of data collection through the tenure of household participation in the program. |
| 1 | **Unduplicated Count of New and Continuing Program Participants Served by MIECHV** | **New Participant:** A participant, including a pregnant woman, female caregiver, or male caregiver, who signs up to participate in the home visiting program at any time during the reporting period who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms).<br><br>**Continuing Participant:** A participant, including a pregnant woman, female caregiver, or male caregiver, who was signed up and actively enrolled in the home visiting program prior to the beginning of the reporting period who was identified as being part of a MIECHV household at enrollment (see definition of a MIECHV Household included at the beginning of the Definition of Key Terms).<br><br>**Pregnant women** are participants who were either pregnant at enrollment or pregnant at the annual update of information in a subsequent reporting period.<br><br>**Female caregivers** are those female household members who are enrolled in the program during the reporting period, are considered a caregiver of the index child, and were not pregnant at the time of enrollment or the annual update of this information (e.g., biological mothers, adoptive mothers, foster mothers, grandmothers). |

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

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

[1] Healthcare.gov Glossary. https://www.healthcare.gov/glossary/full-time-employee/

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

[2] Administration for Children and Families. Early Childhood Learning and Knowledge Center. 2014. http://eclkc.ohs.acf.hhs.gov/hslc/tta-system/family/family/Homelessness/hmls/definition/definition-legal.html

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

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

[3] American Academy of Pediatric Dentistry. Dental Home Resource Center. http://www.aapd.org/advocacy/dentalhome/

# Attachment 4 - FORM 2

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

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

# PERFORMANCE AND SYSTEMS OUTCOME MEASURES



July 19, 2018

# Attachment 4 - FORM 2

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

MEASURE 1

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

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

# Attachment 4 - FORM 2

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

MEASURE 2

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

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

# Attachment 4 - FORM 2

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

MEASURE 3

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

# Attachment 4 - FORM 2

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

| 7.<br>NOTES |
|---|
| **8. Measurement Tool Utilized**<br><br>Indicate the validated measurement tool(s) utilized to address this measure |

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

# Attachment 4 - FORM 2

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

MEASURE 4

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

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

# Attachment 4 - FORM 2

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

MEASURE 5

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

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

# Attachment 4 - FORM 2

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

**MEASURE 6**

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

# Attachment 4 - FORM 2

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

| | |
|---|---|
| **All cases of missing data should be excluded from the measure calculation.** | |
| **7.**<br>**NOTES** | |

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

# Attachment 4 - FORM 2

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

**MEASURE 7**

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

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

# Attachment 4 - FORM 2

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

**MEASURE 8**

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

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

# Attachment 4 - FORM 2

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

**MEASURE 9**

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

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

# Attachment 4 - FORM 2

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

MEASURE 10

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

# Attachment 4 - FORM 2

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

| |
|---|
| 7.<br>**NOTES** |
| 8.<br>**Measurement Tool Utilized**<br><br>Indicate the validated measurement tool(s) utilized to address this measure |

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

# Attachment 4 - FORM 2

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

MEASURE 11

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

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

# Attachment 4 - FORM 2

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

MEASURE 12

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

# Attachment 4 - FORM 2

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

| 8. Measurement Tool Utilized<br><br>Indicate the validated measurement tool(s) utilized to address this measure |
|---|

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

# Attachment 4 - FORM 2

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

MEASURE 13

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

# Attachment 4 - FORM 2

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

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

# Attachment 4 - FORM 2

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

MEASURE 14

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

# Attachment 4 - FORM 2

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

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

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

# Attachment 4 - FORM 2

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

**MEASURE I5**

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

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

# Attachment 4 - FORM 2

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

MEASURE 16

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

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

# Attachment 4 - FORM 2

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

MEASURE 17

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

# Attachment 4 - FORM 2

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

| |
|---|
| 7.<br>**NOTES** |
| 8.<br>**Measurement Tool Utilized**<br><br>Indicate the validated measurement tool(s) utilized to address this measure |

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

# Attachment 4 - FORM 2

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

MEASURE 18

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

# Attachment 4 - FORM 2

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

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

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

# Attachment 4 - FORM 2

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

MEASURE 19

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

# Attachment 4 - FORM 2

OMB No: 0906-0017
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| | |
|---|---|
| **missing data should be excluded from the measure calculation.** | |
| **7.**<br>**NOTES** | |
| **8.**<br>**Measurement Tool Utilized**<br><br>Indicate the validated measurement tool(s) utilized to address this measure | |

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

# Attachment 4 - FORM 2

OMB No: 0906-0017
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## DEFINITIONS OF KEY TERMS

# Attachment 4 - FORM 2

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

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

[1] Behrman R, Stith Butler A. eds. Preterm Birth: Causes, Consequences, and Prevention. Washington, DC: The National Academies Press, 2007.
[2] Optimizing postpartum care. Committee Opinion No. 666. American College of Obstetricians and Gynecologists. Obstet Gynecol 2016;127:e187–92. Retrieved from https://www.acog.org/-/media/Committee-Opinions/Committee-on-Obstetric-Practice/co666.pdf?dmc=1&ts=20180221T1421452301
[3] Centers for Disease Control and Prevention. National Action Plan for Child Injury Prevention. 2012. Retrieved from http://www.cdc.gov/safechild/NAP/background.html#unint
[4] Child Welfare Information Gateway. Child Maltreatment 2015: Summary of Key Findings. Retrieved from https://www.childwelfare.gov/pubs/factsheets/canstats/
[5] Child Welfare Information Gateway. Screening and Intake. Retrieved from https://www.childwelfare.gov/topics/responding/iia/screening/

# Attachment 4 - FORM 2

OMB No: 0906-0017
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| | | |
|---|---|---|
| | | and emotional development.[6] |
| 13. | Behavioral Concerns | No definitions required |
| 14. | IPV Screening | **Intimate Partner Violence**: physical violence, sexual violence, stalking and psychological aggression (including coercive acts) by a current or former intimate partner. An intimate partner is a person with whom one has a close personal relationship that can be characterized by the following: emotional connectedness, regular contact, ongoing physical contact and sexual behavior, identity as a couple, familiarity and knowledge about each other's lives. [7] |
| 15. | Primary Caregiver Education | No definitions required |
| 16. | Continuity of Insurance Coverage | **Continuous Health Insurance Coverage**: having health insurance coverage without any lapses. |
| 17. | Completed Depression Referrals | **Recommended services**: specific techniques and intervention models delivered in the context of client characteristics, culture, and preferences that have shown to have positive effects on outcomes through rigorous evaluations and have demonstrated to achieve positive outcomes for the client.[8] |
| 18. | Completed Developmental Referrals | **Developmental Delay**: delays in any or all areas including cognitive, social, language, sensory, and emotional development.[6] |
| 19. | IPV Referrals | **Intimate Partner Violence**: physical violence, sexual violence, stalking and psychological aggression (including coercive acts) by a current or former intimate partner. An intimate partner is a person with whom one has a close personal relationship that can be characterized by the following: emotional connectedness, regular contact, ongoing physical contact and sexual behavior, identity as a couple, familiarity and knowledge about each other's lives. [7] |

[6] U.S. National Library of Medicine, National Institutes of Health. Psychological Index Terms via Unified Medical Language System, 2015. Retrieved from http://ghr.nlm.nih.gov/glossary=developmentaldelay

[7] Centers for Disease Control and Prevention. Injury Prevention and Control: Division of Violence Prevention, 2015. Retrieved from http://www.cdc.gov/violenceprevention/intimatepartnerviolence/definitions.html

[8] Home Visiting Collaborative Improvement and Innovation Network.

# Attachment 5 - DCYF Key Performance Metrics

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

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

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 76% Federal funds from:
      1.1.1. Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 7, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X10MC43595.
      1.1.2. Maternal, Infant and Early Childhood Home Visiting Grant Program, as awarded on September 2, 2022, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X10MC46878.
      1.1.3. American Rescue Plan Act Funding for Home Visiting, as awarded on April 30, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X11MC41935.
      1.1.4. American Rescue Plan Act Funding for Home Visiting, as awarded on October 28, 2021, by the DHHS Health Resources and Services Administration, CFDA 93.870, FAIN X11MC45263.
      1.1.5. Administration of Children Youth & Families (ACF), as awarded on October 1, 2022, CFDA 93.658, FAIN 2201NHFOST.
   1.2. 24% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
4. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
5. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

6. Audits

6.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

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

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

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

6.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

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

**A. Payment Terms Respective to Traditional Home Visiting Services for the Division of Public Health Services (DPHS):**

7. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-6, Budget.

8. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following

the month in which the services were provided. The Contractor shall ensure each invoice:

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

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

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

8.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

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

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

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

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

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

9.1. Weekly Rate: For the purposes of this Agreement, a weekly rate shall be paid in the amount of $148.95 per client (family) once per week.

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

9.3. The Contractor cannot exceed the maximum allotment for weekly rate expenditure by Fiscal Year, which is as follows:

| State Fiscal Year | Amount |
|---|---|
| SFY 2023 | $12,164 |
| SFY 2024 | $49,873 |
| SFY 2025 | $38,925 |
| **Sub-Total** | **$100,962** |

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

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

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

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

10.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-7, Budget and Exhibit C-8, Budget. The Maximum allotment for contract expenditures by Fiscal Year is as follows:

| State Fiscal Year | Amount |
|---|---|
| 2023 | $26,761 |
| 2024 | $105,827 |
| 2025 | $0* |
| **Sub-Total** | **$132,588** |
| ***The Contractor will only bill for direct services in SFY 25.** | |

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

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

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

Exhibit C-1 Budget Sheet



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

*Complete one budget form for each budget period.*

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DPHS - Home Visiting Formula Grant*

**Budget Period** *SFY 2023 (April 1, 2023 - June 30, 2023)*

**Indirect Cost Rate (if applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $29,863 |
| 2. Fringe Benefits | $5,973 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $248 |
| 5.(a) Supplies - Educational | $1,800 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $25 |
| 6. Travel | $275 |
| 7. Software | $660 |
| 8. (a) Other - Marketing/ Communications | $27 |
| 8. (b) Other - Education and Training | $360 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $315 |
| *Other (please specify)* | $0 |
| *Other (please specify)* | $0 |
| *Other (please specify)* | $0 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $39,545 |
| **Total Indirect Costs** | $3,954.51 |
| **TOTAL** | $43,500 |

Contractor Initials SS (DS)

Date 2/28/2023

Exhibit C-2 Budget Sheet



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

*Complete one budget form for each budget period.*

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DPHS - Home Visiting Formula Grant*

**Budget Period** *SFY 2024 (July 1, 2023 - June 30, 2024)*

**Indirect Cost Rate (If applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $123,043 |
| 2. Fringe Benefits | $24,609 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $321 |
| 5.(a) Supplies - Educational | $1,025 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $130 |
| 6. Travel | $1,192 |
| 7. Software | $2,400 |
| 8. (a) Other - Marketing/ Communications | $301 |
| 8. (b) Other - Education and Training | $1,500 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $1,261 |
| *HFA Affiliation Fee* | $925 |
| *HFA Accreditation Fee* | $1,475 |
| | $0 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $158,182 |
| **Total Indirect Costs** | $15,818 |
| **TOTAL** | $174,000 |

Contractor Initials SS (DS)

Date 2/28/2023

Exhibit C-3 Budget Sheet



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

*Complete one budget form for each budget period.*

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DPHS - Home Visiting Formula Grant*

**Budget Period** *SFY 2025 (July 1, 2024 - September 30, 2024)*

**Indirect Cost Rate (If applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $30,441 |
| 2. Fringe Benefits | $6,088 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $50 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $275 |
| 7. Software | $150 |
| 8. (a) Other - Marketing/ Communications | $25 |
| 8. (b) Other - Education and Training | $25 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $91 |
| *HFA Affiliation Fee* | $925 |
| *HFA Accreditation Fee* | $1,475 |
| *Other (please specify)* | $0 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $39,545 |
| **Total Indirect Costs** | $3,955 |
| **TOTAL** | $43,500 |

Contractor Initials SS (DS)

Date 2/28/2023

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

*Complete one budget form for each budget period.*

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DPHS - ARP - MIEC HOME VISITING*

**Budget Period** *SFY 2023 (April 1, 2023 - June 30, 2023)*

**Indirect Cost Rate (if applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $531 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $700 |
| 8. (c) Other - Other (specify below) | |
| *Emergency Supplies for Families* | $300 |
| *Staff Costs* | $250 |
| *Technology* | $200 |
| *Pre-Paid Grocery Cards* | $250 |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $2,231 |
| Total Indirect Costs | $223 |
| TOTAL | $2,454 |

$2,454

Contractor Initials DS SS



Date 2/28/2023

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

*Complete one budget form for each budget period.*

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DPHS - ARP - MIEC HOME VISITING*

**Budget Period** *SFY 2024 (July 1, 2023 - June 30, 2024)*

**Indirect Cost Rate (If applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $2,000 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $700 |
| 8. (c) Other - Other (specify below) | |
| *Specific Emergency Assistance* | $550 |
| *Other (please specify)* | $2,174 |
| *Other (please specify)* | $500 |
| *Other (please specify)* | $3,000 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $8,924 |
| **Total Indirect Costs** | $892 |
| **TOTAL** | $9,816 |

**Contractor Initials** SS (DS)

**Date** 2/28/2023

| New Hampshire Department of Health and Human Services<br>*Complete one budget form for each budget period.*<br>**Contractor Name:** *TLC Family Resource Center*<br>**Budget Request for:** *Home Visiting Services - DPHS - ARP - MIEC HOME VISITING*<br>**Budget Period** *SFY 2025 (July 1, 2024 - September 30, 2024)*<br>**Indirect Cost Rate (If applicable)** 10.00% | |
|---|---|
| **Line Item** | **Program Cost - Funded by DHHS** |
| 1. Salary & Wages | $0 |
| 2. Fringe Benefits | $0 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $531 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $700 |
| 8. (c) Other - Other (specify below) | |
| *Specific Emergency Assistance* | $300 |
| *Staff Costs* | $250 |
| *Other (please specify)* | $200 |
| *Other (please specify)* | $250 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $2,231 |
| **Total Indirect Costs** | $223 |
| **TOTAL** | $2,454 |

Contractor Initials DS SS



Date 2/28/2023

Exhibit C-7 Budget Sheet



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

*Complete one budget form for each budget period.*

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DCYF*

**Budget Period** *SFY 2023 (April 1 - June 30, 2023)*

**Indirect Cost Rate (If applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $19,092 |
| 2. Fringe Benefits | $3,818 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $650 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $75 |
| 6. Travel | $291 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $44 |
| 8. (b) Other - Education and Training | $100 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $158 |
| *Emergency Supplies for Families* | $100 |
| *Other (please specify)* | $0 |
| *Other (please specify)* | $0 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $24,328 |
| **Total Indirect Costs** | $2,433 |
| **TOTAL** | $26,761 |

$26,761

DS

Contractor Initials SS

Date 2/28/2023

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

***Complete one budget form for each budget period.***

**Contractor Name:** *TLC Family Resource Center*

**Budget Request for:** *Home Visiting Services - DCYF*

**Budget Period** *SFY 2024 (July 1 - June 30, 2024)*

**Indirect Cost Rate (if applicable)** 10.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $78,660 |
| 2. Fringe Benefits | $15,732 |
| 3. Consultants | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $100 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $50 |
| 6. Travel | $214 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $150 |
| 8. (b) Other - Education and Training | $200 |
| 8. (c) Other - Other (specify below) | |
| *Telephone* | $300 |
| *Emergency Supplies for Families* | $800 |
| *Other (please specify)* | $0 |
| *Other (please specify)* | $0 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | $96,206 |
| **Total Indirect Costs** | $9,621 |
| **TOTAL** | $105,827 |

Contractor Initials DS SS



Date 2/28/2023

## 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 SS
Date 2/28/2023

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: TLC Family Resource Center

2/28/2023
Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie Slayton
Title: Executive Director

## 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: TLC Family Resource Center

2/28/2023
Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie Slayton
Title: Executive Director



Vendor Initials SS
Date 2/28/2023

## 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: TLC Family Resource Center

2/28/2023
Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie Slayton
Title: Executive Director

## 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: TLC Family Resource Center

2/28/2023
Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie Slayton
Title: Executive Director

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: TLC Family Resource Center

2/28/2023
Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie Slayton
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.

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 | TLC Family Resource Center |
|---|---|
| The State | Name of the Contractor |
| Patricia M. Tilley | Stephanie Slayton |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Patricia M. Tilley | Stephanie Slayton |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Executive Director |
| Title of Authorized Representative | Title of Authorized Representative |
| 2/28/2023 | 2/28/2023 |
| 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 (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: TLC Family Resource Center

2/28/2023
Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie Slayton
Title: Executive Director

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance
Page 1 of 2

Contractor Initials SS
Date 2/28/2023

CU/DHHS/110713

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

## FORM A

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

1. The UEI (SAM.gov) number for your entity is: Q7GVMGCBKWT4

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: _____

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