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

Lori A. Weaver
Commissioner

Marie Noonan
Interim Director

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May 9, 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 for Children, Youth and Families, to amend existing contracts with the Contractors listed below to continue to provide the Strength to Succeed program, a voluntary peer-to-peer support program staffed by those who have overcome adversities and experienced positive outcomes to support parents, and caregivers who are undergoing an assessment or case by the Department and are impacted by substance use disorder, mental illness and/or chronic neglect, by exercising contract renewal options by increasing the total price limitation by \$3,892,596 from \$1,858,798 to \$5,751,394 and extending the completion dates from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 45% Federal Funds. 55% General Funds.

The original contracts were approved by Governor and Council on June 28, 2023, item #29.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Granite Pathways Manchester, NH	228900	Claremont Concord Conway Keene Laconia Manchester Rochester Seacoast Southern	\$1,301,000	\$2,777,000	\$4,078,000
The Family Resource Center at Gorham Gorham, NH	162412	Berlin Littleton	\$557,798	\$1,115,596	\$1,673,394
		Total:	\$1,858,798	\$3,892,596	\$5,751,394

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue to provide the Strength to Succeed program services to children, birth parents, foster parents, grandparents, other caregivers, siblings, fictive kin, and families who are undergoing an assessment or case by the Department and are affected by a substance use disorder, mental illness and/or chronic neglect. The Contractors focus on these high-risk populations to address the needs of the caregiver and family through a set of prevention, treatment, and recovery services and supports. The Contractors also provide services to the relatives or kin to assist them in navigating the services and process of being involved with the Department. This is a voluntary program based on a trust-based model of peer-to-peer support from staff who have lived through their own adversities and have had positive outcomes. These staff with lived experience around substance use disorder and other mental health challenges work in conjunction with DCYF's Master Licensed Alcohol and Drug Counselor (MLADC) program to provide a combination of clinical support and lived experience to DCYF clients and families.

Approximately 1,000 families will be served during State Fiscal Years 2025 and 2026.

The Contractors will continue to provide accessible, integrated services to reduce and mitigate childhood trauma that results from familial substance use, mental illness concerns and/or chronic neglect. The Contractors will continue to ensure programs include rapid access to treatment for parents within DCYF's reunification timeframe, DCYF Parent Partner peer support, home visiting services, direct prevention services to children to mitigate risk of substance misuse, and caregiver support for relative caregivers and kin of children exposed to occurrences in the home which led to the Department's involvement.

The Department will monitor services by ensuring:

- 80% of families referred to the program receive access to treatment or interim recovery support services within forty-eight (48) hours of referral.
- 100% of families referred to the program that require home visiting services as part of their treatment plan are provided evidence-based home visiting services.

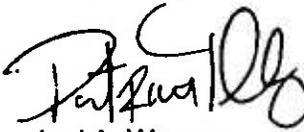
As referenced in Exhibit A; Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the five (5) years available.

Should the Governor and Executive Council not authorize this request, children impacted by substance misuse and/or mental illness within their family may not receive the services and targeted prevention services necessary to support their current needs and to assist them with avoiding substance misuse issues themselves. In addition, relative caregivers impacted by familial substance misuse may not receive the services and supports that are necessary to continue to support the children in their families.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2405NH5MAP.

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

Respectfully submitted,


for Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Fiscal Details Sheet

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT 50% Federal, 50% General

Granite Pathways			Vendor # 228900			
SFY	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	563-500915	Community Based Services	47017002	\$1,221,850.00	\$0.00	\$1,221,850.00
2025	563-500915	Community Based Services	47017002	\$0.00	-\$1,221,850.00	\$1,221,850.00
2026	563-500915	Community Based Services	47017002	\$0.00	\$1,221,850.00	\$1,221,850.00
			-Subtotal	\$1,221,850.00	\$2,443,700.00	\$3,665,550.00

The Family Resource Center at Gorham			Vendor # 182412			
SFY	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	563-500915	Community Based Services	47017002	\$540,540.00	\$0.00	\$540,540.00
2025	563-500915	Community Based Services	47017002	\$0.00	\$540,540.00	\$540,540.00
2026	563-500915	Community Based Services	47017002	\$0.00	\$540,540.00	\$540,540.00
			Subtotal	\$540,540.00	\$1,081,080.00	\$1,621,620.00
			Total	\$1,762,398.00	\$3,524,780.00	\$5,287,178.00

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES 100% General

Granite Pathways			Vendor # 228900			
SFY	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	644-504195	State General Funds for Service	42105876	\$79,150.00	\$0.00	\$79,150.00
2025	644-504195	State General Funds for Service	42105876	\$0.00	\$166,650.00	\$166,650.00
2026	644-504195	State General Funds for Service	42105876	\$0.00	\$166,650.00	\$166,650.00
			Subtotal	\$79,150.00	-\$333,300.00	\$412,450.00

The Family Resource Center at Gorham			Vendor # 182412			
SFY	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	644-504195	State General Funds for Service	42105876	\$17,258.00	\$0.00	\$17,258.00
2025	644-504195	State General Funds for Service	42105876	\$0.00	\$17,258.00	\$17,258.00
2026	644-504195	State General Funds for Service	42105876	\$0.00	\$17,258.00	\$17,258.00
			Subtotal	\$17,258.00	\$34,516.00	\$51,774.00
			Total	\$96,408.00	\$367,816.00	\$464,224.00

			Contract Total	\$1,858,798.00	\$3,892,596.00	\$5,751,394.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Strength to Succeed contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite Pathways ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #29), 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 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,078,000
3. Modify Exhibit B, Scope of Services, Section 1.27.9., to read:
1.27.9. The Contractor must ensure staff carry a caseload of no more than twelve (12) clients to allow for a minimum of two (2) hours of service per client per week.
4. Modify Exhibit B, Scope of Services, Section 1.30.4., lead in paragraph only, to read:
1.30.4. The Contractor must ensure the Parenting a Second Time Around (PASTA) curriculum is offered to grandparents or kin who are caring for a minor child which includes, but is not limited to:
5. Modify Exhibit B, Scope of Services, by adding Section 1.30.6., to read:
1.30.6. The Contractor must actively engage caregivers involved with the Supportive Family Approach (SFA) model as required by the Department.
6. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 45% Federal funds, Medicaid Entitlement, as awarded on 10/1/2022 and 10/1/2023, by the US Department of Health and Human Services, Centers for Medicare & Medicaid Services, ALN 93.778, FAIN 2305NH5MAP, 2405NH5MAP.
 - 1.2. 55% General funds.
7. Modify Exhibit C, Payment Terms, Section 3.2. to read:
 - 3.2. Payment for flexible funding shall be on a cost reimbursement basis as follows:
 - 3.2.1. \$36,800 for State Fiscal Year 2024 of the contract.
 - 3.2.2. \$36,800 for State Fiscal Year 2025 of the contract.
 - 3.2.3. \$36,800 for State Fiscal Year 2026 of the contract.
8. Modify Exhibit C, Payment Terms, Sections 5 through 6 to read:
 5. Payment in the amount of \$87,500 shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement for salary, wages, and benefits in

SFY2025 and SFY.2026.

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

OS
KB

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/21/2024

Date

DocuSigned by:

Marie Noonan

Name: Marie Noonan

Title: DCYF Interim Director

Granite Pathways

5/21/2024

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

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

OFFICE OF THE ATTORNEY GENERAL

5/22/2024

Date

DocuSigned by:
Robyn Guarino
748734841044480
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:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE PATHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2009. 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: 613581

Certificate Number: 0006296051



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of August A.D. 2023:

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Nick Brattan, 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 Granite Pathways.
(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 May 1, 2024, at which a quorum of the Directors/shareholders were present and voting.

(Date)

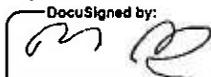
VOTED: That Kenneth Brezenoff Managing Director and General Counsel (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Granite Pathways 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: 5/3/2024

DocuSigned by:


Signature of Elected Officer
Name: Nick Brattan
Title: Chair of the Board



Granite Pathways Mission

Granite Pathways creates opportunities for individuals and families to achieve health and socioeconomic well-being, through a holistic approach.

**Consolidated Financial Statements and
Supplementary Information Together
with Report of Independent Certified
Public Accountants**

The FEDCAP Group

September 30, 2022 and 2021

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
The FEDCAP Group

Opinion

We have audited the consolidated financial statements of The FEDCAP Group (collectively, "FEDCAP"), which comprise the consolidated statements of financial position as of September 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of FEDCAP as of September 30, 2022 and 2021, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of FEDCAP and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

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

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



Auditor's responsibilities for the audit of the financial statements

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

In performing an audit in accordance with US GAAS, we:

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



Supplementary information

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

Grant Thornton LLP

New York, New York
February 3, 2023

The FEDCAP Group

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of September 30,

	<u>2022</u>	<u>2021</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 55,956,803	\$ 42,982,639
Accounts receivable (net of allowance for doubtful accounts of approximately \$3,241,000 in 2022 and \$7,794,000 in 2021)	48,355,344	57,363,861
Contributions and grants receivable (net of allowance for uncollectible receivables of approximately \$250,000 in 2022 and 2021)	1,179,787	1,968,683
Inventories, net	415,327	464,262
Prepaid expenses and other assets	11,828,888	7,358,965
Total current assets	117,736,149	110,138,410
Investments	9,089,033	11,004,556
Goodwill, net	251,669	758,574
Property, plant and equipment, net	126,130,025	81,797,004
Beneficial interest in trusts	4,274,291	5,478,830
Other assets	957,480	2,489,899
Total assets	<u>\$ 258,438,647</u>	<u>\$ 211,667,273</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued liabilities	\$ 43,401,743	\$ 36,996,755
Deferred revenues	12,901,051	11,832,483
Advance from government agency	564,276	749,426
Current portion of obligations under capital leases	532,198	597,696
Current portion of Paycheck Protection Program notes payable	-	7,121,362
Current portion of notes payable	1,181,142	1,313,631
Total current liabilities	58,580,410	58,611,353
Capital lease obligations	78,523,502	35,145,994
Notes payable	24,731,624	25,655,630
Revolving loans	25,893,587	28,173,061
Paycheck Protection Program notes payable	-	3,163,579
Other liabilities	22,425,532	17,373,076
Total liabilities	210,154,655	168,122,693
Net assets		
Without donor restrictions	36,895,261	33,166,395
Without donor restrictions - non-controlling interest	2,406,738	973,877
With donor restrictions	8,981,993	9,404,308
Total net assets	48,283,992	43,544,580
Total liabilities and net assets	<u>\$ 258,438,647</u>	<u>\$ 211,667,273</u>

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

The FEDCAP Group

CONSOLIDATED STATEMENTS OF ACTIVITIES

For the years ended September 30,

	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues						
Contract services and products	\$ 117,491,258	\$ -	\$ 117,491,258	\$ 117,740,604	\$ -	\$ 117,740,604
Rehabilitation and vocational programs	223,896,100	-	223,896,100	198,546,052	-	198,546,052
Contribution and grant revenues	11,070,378	200,000	11,270,378	4,485,739	603,890	5,089,629
Gain on Paycheck Protection Program loan forgiveness	10,718,192	-	10,718,192	5,379,479	-	5,379,479
Realized and unrealized (losses) gains on investments	(3,592,359)	47,221	(3,545,138)	2,006,171	327,535	2,333,706
Interest income	770,513	-	770,513	528,690	-	528,690
Miscellaneous revenue	1,037,731	-	1,037,731	972,885	-	972,885
Net assets released from restrictions	669,536	(669,536)	-	113,913	(113,913)	-
Total revenues	362,061,349	(422,315)	361,639,034	329,773,533	817,512	330,591,045
Expenses						
Program services:						
Contract services and products	102,095,694	-	102,095,694	99,587,090	-	99,587,090
Rehabilitation and vocational programs	189,772,003	-	189,772,003	162,442,512	-	162,442,512
	291,867,697	-	291,867,697	262,029,602	-	262,029,602
Supporting services:						
Management and general	60,400,583	-	60,400,583	60,770,707	-	60,770,707
Development	4,631,342	-	4,631,342	2,318,643	-	2,318,643
	65,031,925	-	65,031,925	63,089,350	-	63,089,350
Total expenses	356,899,622	-	356,899,622	325,118,952	-	325,118,952
Change in net assets	5,161,727	(422,315)	4,739,412	4,654,581	817,512	5,472,093
Net assets at beginning of year	34,140,272	9,404,308	43,544,580	29,485,691	8,586,796	38,072,487
Net assets at end of year	\$ 39,301,999	\$ 8,981,993	\$ 48,283,992	\$ 34,140,272	\$ 9,404,308	\$ 43,544,580

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

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2022

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 76,509,229	\$ 95,122,196	\$ 171,631,425	\$ 18,180,981	\$ 2,940,833	\$ 21,121,814	\$ 192,753,239
Professional fees	223,899	28,844,344	29,068,043	6,722,419	657,885	7,380,304	36,448,347
Professional development and evaluation	10,942	1,038,603	1,047,545	1,349,267	1,552	1,350,819	2,398,364
Materials and supplies	3,373,321	3,816,965	7,190,286	1,175,784	11,086	1,186,870	8,377,156
Commissions	2,791,910	11,328	2,803,238	48,149	-	48,149	2,851,387
Telephone	164,753	1,043,759	1,208,512	1,215,075	4,723	1,219,798	2,428,310
Postage and shipping	144,814	138,560	281,374	188,409	5,385	193,794	475,168
Insurance	1,621,293	1,483,263	3,104,556	5,573,972	44,463	5,618,435	8,722,991
Occupancy costs	1,481,728	14,884,468	16,366,196	5,451,989	137,566	5,589,555	21,955,751
Equipment rental and maintenance	959,072	474,310	1,433,382	272,156	37,441	309,597	1,742,979
Equipment purchases	302,142	116,338	418,480	201,200	23	201,223	619,703
Client transportation and travel	402,105	1,473,493	1,875,598	579,821	57,345	637,166	2,512,764
Subscription and printing	19,565	103,308	122,873	1,171,618	71,094	1,242,712	1,365,585
Technology	293,901	2,116,872	2,410,773	4,688,157	27,408	4,713,565	7,124,338
Interest expense	2,959	36,336	39,295	3,886,229	-	3,886,229	3,925,524
Bank charges and processing fees	92,732	164,669	257,401	987,729	55,616	1,043,345	1,300,746
Bad debt provision	-	2,598,778	2,598,778	-	-	-	2,598,778
Subcontractor expense	13,445,481	25,948,302	39,393,783	2,192,097	(977)	2,191,120	41,584,903
Stipends	147,646	6,580,876	6,728,522	478,327	994	477,321	7,205,843
Security guard expense	11,600	262,857	274,457	14,530	614	15,144	289,601
Other	-	2,911,346	2,911,346	-	569,780	569,780	3,481,126
Total expenses before depreciation and amortization	101,998,892	189,166,971	291,165,863	54,373,909	4,622,831	58,996,740	350,162,603
Depreciation and amortization	96,802	605,032	701,834	6,026,674	8,511	6,035,185	6,737,019
Total expenses	\$ 102,095,694	\$ 189,772,003	\$ 291,867,697	\$ 60,400,583	\$ 4,631,342	\$ 65,031,925	\$ 356,899,622

The accompanying notes are an integral part of this consolidated financial statement.

The FEDCAP Group

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2021

	Program Services			Supporting Services			Total Expenses
	Contract Services and Products	Rehabilitation and Vocational Programs	Total	Management and General	Development	Total	
Salaries and related expenses	\$ 77,223,909	\$ 82,136,922	\$ 159,360,831	\$ 15,795,496	\$ 1,308,284	\$ 17,103,780	\$ 176,464,611
Professional fees	203,519	35,240,097	35,443,616	6,407,491	348,383	6,755,854	42,199,470
Professional development and evaluation	-	692,113	692,113	577,706	4,683	582,389	1,274,502
Materials and supplies	2,567,509	2,822,303	5,389,812	253,172	16,047	269,219	5,659,031
Commissions	2,770,045	2,710	2,772,755	4,164	-	4,164	2,776,919
Telephone	166,776	1,046,799	1,213,575	1,524,244	5,754	1,529,998	2,743,573
Postage and shipping	91,547	98,929	190,476	63,354	13,222	96,576	287,052
Insurance	1,282,116	1,121,271	2,403,387	473,518	21,286	494,804	2,898,191
Occupancy costs	2,037,079	12,115,673	14,152,752	9,800,230	181,507	9,981,737	24,134,489
Equipment rental and maintenance	852,519	389,716	1,242,235	306,305	36,972	343,277	1,585,512
Equipment purchases	244,569	63,309	307,878	134,246	-	134,246	442,124
Client transportation and travel	267,616	526,329	793,945	190,506	-	190,506	984,451
Subscription and printing	22,576	255,683	278,259	662,894	46,180	709,074	987,333
Technology	279,043	1,132,971	1,412,014	4,002,260	21,000	4,023,260	5,435,274
Interest expense	-	31,336	31,336	3,759,121	-	3,759,121	3,790,457
Bank charges and processing fees	-	52,667	52,667	1,485,620	15,968	1,501,588	1,554,255
Bad debt provision	-	2,902,675	2,902,675	5,815,450	-	5,815,450	8,718,125
Subcontractor expense	11,262,008	9,955,313	21,217,321	1,090,203	2,189	1,092,392	22,309,713
Stipends	47,729	3,898,979	3,946,708	112,074	1,590	113,664	4,060,372
Security guard expense	8,358	157,238	165,596	28,438	347	28,785	194,381
Other	-	6,916,864	6,916,864	3,089,723	286,284	3,376,007	10,292,871
Total expenses before depreciation and amortization	99,326,918	161,559,897	260,886,815	55,596,215	2,309,876	57,905,891	318,792,706
Depreciation and amortization	260,172	882,615	1,142,787	5,174,492	8,967	5,183,459	6,326,246
Total expenses	\$ 99,587,090	\$ 162,442,512	\$ 262,029,602	\$ 60,770,707	\$ 2,318,643	\$ 63,089,350	\$ 325,118,952

The accompanying notes are an integral part of this consolidated financial statement.

The FEDCAP Group
CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended September 30,

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Change in net assets	\$ 4,739,412	\$ 5,472,093
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	6,230,114	6,241,960
Amortization of goodwill	506,905	84,286
Bad debt provision	2,598,778	8,718,125
Realized and unrealized losses (gains) on investments	3,545,138	(2,333,706)
Paycheck Protection Program loan forgiveness	(10,718,192)	(5,379,479)
Changes in assets and liabilities:		
Accounts receivable	6,409,739	(9,216,321)
Contribution receivable	788,896	163,291
Inventories	48,935	(57,260)
Prepaid expenses and other assets	(2,937,504)	(3,900,483)
Beneficial interest in remainder trust	85,026	(765,315)
Accounts payable and accrued liabilities	6,404,988	6,796,735
Deferred revenue	1,068,568	5,766,276
Other liabilities	5,052,456	14,171,700
Net cash provided by operating activities	<u>23,823,259</u>	<u>25,761,902</u>
Cash flows from investing activities:		
Proceeds from sale of investments	-	192,628
Purchase of investments	(510,102)	(254,774)
Cash received in acquisition	-	145,163
Capital expenditures	(6,653,430)	(3,975,471)
Net cash used in investing activities	<u>(7,163,532)</u>	<u>(3,892,454)</u>
Cash flows from financing activities:		
Decrease in advances from government agencies	(185,150)	(2,870,995)
Change in revolving loans	(2,279,474)	1,519,789
Proceeds from Paycheck Protection Program notes payable	537,005	3,183,453
Repayment of Paycheck Protection Program notes payable	(103,754)	-
Repayment of notes payable	(1,056,495)	(5,048,220)
Repayment of capital lease obligations	(597,695)	(597,606)
Net cash used in financing activities	<u>(3,685,563)</u>	<u>(3,813,579)</u>
Increase in cash and cash equivalents	12,974,164	18,055,869
Cash and cash equivalents:		
Beginning of year	<u>42,982,639</u>	<u>24,926,770</u>
End of year	<u>\$ 55,956,803</u>	<u>\$ 42,982,639</u>
Supplemental disclosure of cash flow information:		
Acquisition of property, plant and equipment through capital lease	<u>\$ 43,909,705</u>	<u>\$ -</u>
Cash interest paid during the year	<u>\$ 2,443,534</u>	<u>\$ 2,738,964</u>

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

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2022 and 2021

NOTE 1 - ORGANIZATION AND NATURE OF ACTIVITIES

The FEDCAP Group, Inc. (the "Parent"), established on October 1, 2018, is a private, nonprofit organization incorporated under the laws of the State of Delaware. The Parent is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code ("IRC"). The Parent or its subsidiaries are the sole member of the following affiliates: Fedcap, Inc ("Fed Inc."), Fedcap Rehabilitation Services, Inc ("FRS"), Wildcat Services Corporation ("Wildcat"), ReServe Elder Services, Inc. ("ReServe"), Community Workshops, Inc. ("CWS"), Easter Seals New York, Inc. ("ESNY"), Granite Pathways, Inc ("GP"), Easter Seals Rhode Island, Inc ("ESRI"), Seacoast Pathways, Inc. ("Seacoast"), Single Stop USA Inc. ("SGST"), Benevolent, MVLE, Easter Seals Central Texas ("ESCT"), Easter Seals North Texas ("ESNT"), Fedcap Apex Acquisition, LLC, Civic Hall Labs, Inc., New York Tech Alliance ("NYTA"), Fedcap Canada, These Our Treasures, Inc. ("TOTS"), Fedcap UK, Kennedy Scott, Limited, Fedcap Employment Limited, Fedcap Employment Scotland Limited, and Start Scotland. The Parent and its subsidiaries are collectively referred to as "FEDCAP."

FRS is a private, nonprofit organization incorporated under the laws of New York State. FRS is exempt from federal income taxes under Section 501(c)(3) of the IRC.

FRS was founded to provide a comprehensive range of vocational and related services to individuals with disabilities, and other work-related disadvantages, who face significant barriers to employment. FRS's goal is to help each person achieve independence, integration into the community and full participation in the economic mainstream.

FRS provides contract services and products within custodial, homecare, office services, and industrial divisions. The primary customers in these divisions are federal, and New York State and City agencies and certified home health agencies.

As part of FRS's rehabilitation and vocation programs, FRS provides vocational evaluations, training, and employment services and other government-funded employment and job search programs. Evaluations combine aptitude tests, computerized assessments, and vocational counseling. After evaluation, FRS offers training in mail clerk/messenger services, building/custodial services, culinary arts/food services, data entry, office skills, document imaging, hospitality operations, and security operations. FRS then seeks to employ individuals who have successfully completed FRS's rehabilitation and vocational programs. FRS also offers the Chelton Loft, a voluntary clubhouse program for people with a history of serious mental illness. FRS also has a vocational education program and a licensed mental health program.

Wildcat is a nonprofit entity that is located in New York City and provides employment training, jobs placement and "supportive employment" opportunities for individuals with barriers to employment.

ReServe is a nonprofit entity located in New York City that matches continuing professionals age 55+ with organizations that need their expertise. Reserve provides direct services, administrative support, and capacity-building expertise in schools, social service agencies, cultural institutions, and public agencies.

CWS is a nonprofit corporation located in Boston, Massachusetts, whose mission is to help people who have barriers to work obtain employment and achieve greater self-sufficiency through job training, placement, and support services.

ESNY is a nonprofit entity whose purpose is to provide programs and services for people with disabilities, assistance to people with disabilities and their families, assistance to communities in developing necessary and appropriate resources for residents, and a climate of acceptance for people with disabilities which will enable them to contribute to the well-being of the community.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

ESNY is the sole member of TOTS, a nonprofit entity whose purpose is to educate young children with developmental disabilities in an atmosphere that embraces and accommodates individual differences and helps children to achieve in the context of the larger classroom and school setting.

GP is a nonprofit entity whose mission is to provide services to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, and meaningful relationships.

ESRI is a nonprofit entity whose purpose is to provide services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

Seacoast is a nonprofit entity whose mission is to support adults living with mental illness on their paths to recovery through the work-ordered day.

SGST is a nonprofit entity that provides coordinated services to holistically connect people to the resources they need to attain higher education, obtain good jobs, and achieve financial self-sufficiency.

Benevolent is a nonprofit entity that provides economic wellbeing to individuals and families in need, through non-government sources.

MVLE is a nonprofit entity that provides employment, support and rehabilitation services to individuals with disabilities in the Northern Virginia and Washington, D.C. area.

Fed Inc. was established as a private, nonprofit organizations under the laws of the State of Delaware. Fed Inc. was formed to provide workforce development opportunities for people who face barriers to economic well-being.

ESCT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the Central Texas region.

ESNT provides services to individuals with disabilities throughout the life cycle through outpatient medical rehabilitation, workforce development and community housing and integration programs in the North Texas region.

Fedcap UK was established and was registered as a UK Charity. Fedcap UK was founded to allow for the advancement of social inclusion, by enabling economic independence, employment and opportunity to participate in society for socially and economically disadvantaged and disabled individuals through various workforce and economic development, educational and occupational health initiatives.

Fedcap UK acquired Kennedy Scott, Limited ("KS"), a United Kingdom company through a stock purchase. KS provides high quality job support, placement, retention and related services to people in the United Kingdom.

Fedcap Employment Limited ("FED") was established under the laws of the United Kingdom. FED delivers employability solutions across the United Kingdom to build communities through a blend of local frontline professional teams and like-minded supply chain partners. Fedcap UK is the sole corporate member of FED.

Fedcap Employment Scotland Limited ("FES") was established under the laws of Scotland in the United Kingdom. FES delivers employability solutions across Scotland to build communities through a blend of local frontline professional teams and like-minded supply chain partners. Fedcap UK is the sole corporate member of FES.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

FES is the majority shareholder of Start Scotland Limited ("SS"). SS is a value-driven organization that strives to put its customers first, understanding their needs and closely engaging with them on a personal level to help them on their journey to employment and training.

Fedcap Apex Acquisition LLC is a nonprofit entity that runs Apex Technical School ("Apex"), which is an adult vocational technical school and offers seven certificate courses designed to focus on basic trade skills and labor skills for its students.

Fedcap Canada was established as a not-for-profit organization according to the Canada Not-for-Profit Corporations Act. Fedcap Canada was founded to advance the economic and social well-being of the impoverished and disadvantaged by providing educational services, vocational rehabilitation, job training and job placement services.

On May 1, 2021, The Fedcap Group acquired Civic Hall Labs, Inc., a learning and collaboration platform focused on advanced technology and problem-solving for the public good.

On September 23, 2021, Civic Hall Labs, Inc., acquired NYTA, an organization that supports the technology community and ecosystems in their hometown, with the goal of creating the most diverse, equitable and accessible tech ecosystems in the world.

NOTE 2 - SUMMARY OF ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements of FEDCAP have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") using the accrual basis of accounting. All intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

FEDCAP classifies its net assets in the following categories:

Net Assets without Donor Restrictions

Net assets that are not subject to donor-imposed stipulations and are, therefore, available for the general operations of FEDCAP. Net assets without donor restrictions may also be designated for specific purposes by FEDCAP's Board of Directors or may be limited by legal requirements or contractual agreements with outside parties.

Net assets without donor restrictions also includes the portion of net assets in a consolidated subsidiary owned by non-controlling investors and are reflected on the consolidated statements of financial position as net assets without donor restrictions - non-controlling interests.

Net Assets with Donor Restrictions

Represent net assets which are subject to donor-imposed restrictions whose use is restricted by time and/or purpose. Net assets with donor restrictions are subject to donor-imposed restrictions that require FEDCAP to use or expend the gifts as specified, based on purpose or passage of time. When donor restrictions expire, that is, when a purpose restriction is fulfilled or a time restriction ends, such net assets are reclassified to net assets without donor restrictions and reported on the consolidated statements of activities as net assets released from restrictions.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

Contributions with donor-imposed restrictions whose restrictions are met during the same fiscal year in which the contribution was recognized are presented as contribution revenues without donor restrictions on the consolidated statements of activities.

Net assets with donor restrictions also includes the corpus of gifts, which must be maintained in perpetuity, but allow for the expenditure of net investment income and gains earned on the corpus for either specified or unspecified purposes in accordance with donor stipulations.

Changes in net assets without donor restrictions and the non-controlling interest in Start Scotland Limited during the years ended September 30, 2022 and 2021 is summarized below:

	Total Without Donor Restrictions	Without Donor Restrictions	Non-controlling Interest
Balance, September 30, 2020	\$ 29,485,691	\$ 29,925,809	\$ (440,118)
Change in net assets from operations	<u>4,654,581</u>	<u>3,240,586</u>	<u>1,413,995</u>
Balance, September 30, 2021	34,140,272	33,166,395	973,877
Change in net assets from operations	<u>5,161,727</u>	<u>3,728,866</u>	<u>1,432,861</u>
Balance, September 30, 2022	<u>\$ 39,301,999</u>	<u>\$ 36,895,261</u>	<u>\$ 2,406,738</u>

Cash Equivalents

FEDCAP considers all highly liquid debt instruments with a maturity of three months or less at the date of purchase, including investments in short-term certificates of deposit and certain money market funds, to be cash equivalents.

Revenue Recognition

In accordance with FASB Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers ("ASC 606"), FEDCAP recognizes revenue when control of the promised goods or services are transferred to FEDCAP's clients or outside parties in an amount that reflects the consideration FEDCAP expects to be entitled to in exchange for those goods or services. The standard outlines a five-step model whereby revenue is recognized as performance obligations within a contract are satisfied.

FEDCAP has identified contract services and products and rehabilitation and vocational programs as revenue categories subject to ASC 606. FEDCAP recognizes revenues from contracts with customers, as goods or services are transferred or provided in accordance with ASC 606.

Payments received in advance of FEDCAP satisfying its performance obligations are recorded within deferred revenue in the accompanying consolidated statements of financial position (\$12,501,051 and \$10,506,683, as of September 30, 2022 and 2021, respectively). The changes in deferred revenue were caused by normal timing differences between the satisfaction of performance obligations and customer payments.

FEDCAP's contracts with customers generally contain terms that are less than one year. Accordingly, FEDCAP elected the practical expedients under ASC 606 to not assess whether a contract has a significant financing component or disclose the information regarding the remaining performance obligations for contracts with customers.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

FEDCAP's revenue primarily relates to contract services and products, and rehabilitation and vocational programs. Revenue recognition for these various revenue streams coincides with the completion of the corresponding performance obligations to customers.

Contract Services and Products

FEDCAP's contract services and products revenue includes facility services, and other cost recovery contracts. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates as the performance obligations are fulfilled accordingly over the corresponding contract term. For performance-based contracts, revenues are recognized in the period when related expenditures have been incurred, milestones have been achieved, or services have been performed in compliance with the respective contracts, which are the performance obligations under the contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

Rehabilitation and Vocational Programs

FEDCAP's rehabilitation and vocational program revenue includes medical services, tuition and job training. FEDCAP recognizes such revenue ratably over a contract's term for those with fixed rates as the performance obligations are fulfilled accordingly over the corresponding contract term. For performance-based contracts, revenues are recognized in the period when related expenditures have been incurred, milestones have been achieved, or services have been performed in compliance with the respective contracts, which are the performance obligations under the contracts. FEDCAP also generates revenue from the sale of related products, which is recognized at the time of shipment.

As of September 30, 2021, FEDCAP has provided for a contract loss liability in the amount of \$2,069,284 which represents the excess of costs to complete the remaining performance obligations of the contract over the consideration to be received for the remainder of the contract. The liability, which was fully utilized during fiscal 2022, is reflected within other liabilities on the accompanying 2021 consolidated statement of financial position and the corresponding expense is reflected within other expenses on the accompanying 2021 consolidated statement of functional expenses.

Contribution and Grant Revenue

FEDCAP records contributions of cash and other assets when an unconditional promise to give such assets is received from a donor. Contributions are recorded at the fair value of the assets received and contributions with donor stipulations that limit the use of donated assets are classified as net assets with donor restrictions. Contributions with donor restrictions that are received and met in the same fiscal year are recorded as contribution revenues without donor restrictions. Otherwise, once stipulated time restrictions end or purpose restrictions are accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions as "net assets released from restrictions" in the consolidated statements of activities. Conditional contributions are recognized as revenue when the conditions on which they depend are substantially met. Conditional contributions received in advance of meeting the associated contributions are recorded as deferred revenue on the accompanying consolidated statements of financial position (\$400,000 and \$1,325,800, as of September 30, 2022 and 2021, respectively). There were no outstanding conditional contributions yet to be received as of September 30, 2022 or 2021.

FEDCAP recognizes revenue from contributions, grants and contracts in accordance with Accounting Standards Update ("ASU") 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Accordingly, FEDCAP evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, FEDCAP applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, FEDCAP evaluates whether the contribution is conditional based

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

upon whether the agreement includes both (1) one or more barriers that must be overcome before FEDCAP is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Receivables and Allowance for Doubtful Accounts

Accounts receivable are derived from contract services and products, and rehabilitation and vocational programs. The carrying value of contributions and grants and accounts receivable are reduced by an appropriate allowance for uncollectible accounts, and therefore approximates net realizable value. FEDCAP determines its allowance by considering a number of factors, including the length of time receivables are past due, FEDCAP's previous loss history, the donor's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Receivables outstanding longer than the payment terms are considered past due. FEDCAP writes off accounts receivable when they become uncollectible, and payments subsequently received on such receivables are recorded as income in the period received. All receivables are expected to be collected within one year.

Inventories

Inventories, mainly consisting of distress marker light products and related components, are valued at the lower of cost or net realizable value. Cost is determined principally by the first-in, first-out method.

Fixed Assets

Fixed assets purchased for a value greater than \$5,000 and with depreciable lives greater than one year are carried at cost, net of accumulated depreciation. Depreciation is provided over the estimated useful life of the respective asset and ranges from three to 40 years. Significant additions or improvements extending asset lives are capitalized; normal maintenance and repair costs are expensed as incurred. Leasehold improvements are amortized based on the lesser of the estimated useful life or remaining lease term.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities. The classification is based on the function and nature of expenses directly used in the program. Common expenses are allocated to the programs and supporting services based on the benefit derived. The methods used for the allocation include square footage and actual percentage of time dedicated to the program or supporting service.

Commissions

FEDCAP pays commissions to an unrelated not-for-profit entity and a New York State entity to provide information on government contracts that need competitive bids for services. The contracts provide for commissions to be paid to these organizations in the range of 0.87% to 3.9% of the contract amount. Commissions paid relating to these contracts amounted to \$2,850,048 and \$2,776,919 for the years ended September 30, 2022 and 2021, respectively, and are included within contract services and products expense in the accompanying consolidated statements of activities.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. These estimates and assumptions relate to estimates of collectability of accounts receivable, accruals, useful life of property, plant, and equipment, and impairment of long-lived assets. Actual results could differ from those estimates.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

Fair Value Measurements

FEDCAP follows guidance for fair value measurements that defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the inputs used to measure fair value and enhances disclosure requirements for fair value measurements. It maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the transparency of inputs as follows:

- Level 1 - Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.
- Level 2 - Pricing inputs other than quoted prices in active markets, which are either directly or indirectly observable as of the measurement date. The nature of these securities includes investments for which quoted prices are available but traded less frequently and investments that are fair valued using other securities, the parameters of which can be directly observed.
- Level 3 - Securities that have little to no pricing observability as of the measurement date. These securities are measured using management's best estimate of fair value, where the inputs into the determination of fair value are not observable and require significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the entity. FEDCAP considers observable data to be that market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to FEDCAP's perceived risk of that instrument.

Beneficial Interest in Trusts

Donors have established and funded trusts held by third parties under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. FEDCAP's beneficial interest in trusts consists of interests in both charitable remainder trusts and perpetual trusts. Under charitable remainder trusts, FEDCAP will receive the assets remaining in the trust upon the termination of the trust. Under perpetual trusts, FEDCAP has the irrevocable right to receive all or a portion of the income earned on the trust assets either in perpetuity or for the life of the trust. FEDCAP recognizes its interest in trusts as increases to net assets at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trusts. Fluctuations in the fair value of these assets are recorded as changes in net assets with donor restrictions in the consolidated statements of activities.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

At September 30, 2022 and 2021, FEDCAP's beneficial interest in trusts are reflected at fair value in the accompanying consolidated statements of financial position and are classified as Level 3 within the fair value hierarchy.

	2022	2021
Balance, beginning of year	\$ 5,478,830	\$ 4,713,515
Distributions	(131,208)	(132,237)
Appreciation/(depreciation)	(1,073,331)	897,552
Balance, end of year	<u>\$ 4,274,291</u>	<u>\$ 5,478,830</u>

Impairment of Long-lived Assets

FEDCAP reviews the carrying values of its long-lived assets, including property and equipment and other assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be fully recoverable. Recoverability of long-lived assets is assessed by a comparison of the carrying amount of the asset to the estimated future net cash flows expected to be generated by the asset.

If estimated future net cash flows are less than the carrying amount of the asset, the asset is considered impaired and an expense is recorded in an amount to reduce the carrying amount of the asset to its fair value.

Tax-Exempt Status

FEDCAP follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

FEDCAP is exempt from federal income tax under IRC Section 501(c)(3), though it is subject to tax on income unrelated to their respective exempt purpose, unless that income is otherwise excluded by the IRC. These organizations have processes presently in place to ensure the maintenance of their tax-exempt status, to identify and report unrelated income, to determine their filing and tax obligations in jurisdictions for which they have nexus, and to identify and evaluate other matters that may be considered tax positions. FEDCAP has determined that there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

While FEDCAP does not pay income tax within the United States, it does accrue Value-Added-Tax ("VAT") for liabilities its United Kingdom subsidiaries incur on goods and services purchased overseas. The amount of VAT liability accrued within the accompanying consolidated financial statements for the years ending September 30, 2022 and 2021, is \$2,503,334 and \$2,566,552, respectively, and is reported in other liabilities on the accompanying consolidated statements of financial position.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

Goodwill

Goodwill was established through the acquisition of Apex in 2020 and KS in 2019. The value reported on the consolidated statements of financial position represents the residual difference between the consideration paid and the fair value of the net assets acquired. FEDCAP has elected under relevant guidance to amortize goodwill on a straight-line basis over 10 years and to perform a goodwill impairment analysis at the entity or reporting unit level when a triggering event occurs that indicates the fair value of the entity or reporting unit may be below its carrying amount. No impairment charges were recorded during fiscal 2022 or 2021.

Reclassifications

Certain reclassifications were made to the fiscal 2021 consolidated financial statements in order to conform to the fiscal 2022 presentation. Such reclassifications did not result in a change to total net assets, revenues, expenses or changes in net assets as previously reported in the fiscal 2021 consolidated financial statements.

NOTE 3 - CONTRIBUTIONS AND GRANTS RECEIVABLE

At September 30, 2022 and 2021, contributions and grants receivable consisted of receivables amounting to \$1,179,787 and \$1,968,683, respectively, net of an allowance for doubtful accounts of \$250,000 for each year. Contributions and grants receivable as of September 30, 2022 and 2021 are expected to be collected within one year.

Approximately 24% and 27% of the contributions and grants receivable (gross) is due from one donor at September 30, 2022 and 2021, respectively.

NOTE 4 - INVESTMENTS

Investments, at fair value, consisted of the following at September 30:

	2022	2021
Money market funds	\$ 643,829	\$ 600,570
Mutual funds	8,445,204	10,403,986
	<u>\$ 9,089,033</u>	<u>\$ 11,004,556</u>

FEDCAP's mutual fund investments are classified as Level 1 within the fair value hierarchy. FEDCAP's money market fund investments do not meet the definition of a security under U.S. GAAP, and as such, the disclosure requirements for fair value measurements are not applicable.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

NOTE 5 - INVENTORIES, NET

Inventories consisted of the following at September 30:

	<u>2022</u>	<u>2021</u>
Inventories		
Raw materials	\$ 207,225	\$ 390,158
Work-in-process and finished goods	298,102	164,104
Reserve	(90,000)	(90,000)
	<u>\$ 415,327</u>	<u>\$ 464,262</u>

NOTE 6 - PROPERTY, PLANT AND EQUIPMENT, NET

Fixed assets, net, consisted of the following at September 30:

	<u>2022</u>	<u>2021</u>
Land	\$ 1,617,809	\$ 1,617,809
Building improvements	6,476,577	4,496,457
Buildings	39,742,759	40,172,758
Capital leases - buildings	79,828,252	35,918,547
Furniture, fixtures and computer systems	26,960,289	23,142,700
Leasehold improvements	10,896,079	9,945,974
	<u>165,521,765</u>	<u>115,294,245</u>
Less: accumulated depreciation	<u>(39,391,740)</u>	<u>(33,497,241)</u>
	<u>\$ 126,130,025</u>	<u>\$ 81,797,004</u>

Depreciation and amortization expense for the years ended September 30, 2022 and 2021 was \$6,230,114 and \$6,241,960, respectively.

NOTE 7 - CAPITAL LEASES

In May of 2014, FRS entered into a condominium leasehold agreement in a building located at 205 East 42nd Street in New York City for 64,303 square feet of space consisting of the entire second and third floor and a portion of the ground floor. FRS began occupying the space in December 2014 and the agreement expires in fiscal 2043. The interest rate is fixed at 4.20%. FRS accounted for this agreement as a capital lease, and as such, the related cost of \$35,918,547 representing the present value of the total future minimum lease payments due at the inception of the agreement, is included within property, plant and equipment, net in the accompanying consolidated statements of financial position at September 30, 2022 and 2021. Depreciation expense of \$1,238,571 was recorded in fiscal years 2022 and 2021. The outstanding principal balance on the lease, inclusive of accrued interest expense, as of September 30, 2022 and 2021, is \$35,051,553 and \$35,480,647, respectively.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

During fiscal 2018, ESNY obtained financing pursuant to capital leases to finance vehicles in the amount of \$128,298, principal and interest are paid monthly. As of September 30, 2022, the assets were fully depreciated, and the principal balances were fully paid off. The outstanding principal balance on the leases as of September 30, 2021 was \$16,383. The maturity dates are through June 30, 2022 and the interest rates are fixed at 6.7% and 8.00%.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$370,074, principal and interest are paid monthly. As of September 30, 2022 and 2021, the accumulated depreciation balance was \$370,074 and \$313,258, respectively. The outstanding principal balance on the lease as of September 30, 2022 and 2021 was \$0 and \$23,893, respectively. The interest rate varies from 3.31% to 5.21%.

During fiscal 2018, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$82,264 principal and interest are paid monthly. As of September 30, 2022 and 2021, accumulated depreciation associated with these lease agreements was \$81,226 and \$66,274, respectively. The outstanding principal balance on the lease as of September 30, 2022 and 2021 was \$1,596 and \$16,547, respectively. The maturity dates are through November 30, 2022 and the interest rate varies from 7.10% to 7.45%.

On September 14, 2018, FRS obtained financing pursuant to a capital lease to finance office furniture in the amount of \$463,495; principal and interest are paid monthly. As of September 30, 2022, and 2021, the accumulated depreciation balance was \$264,854 and \$198,641, respectively. The outstanding principal balance on the lease as of September 30, 2022 and 2021 was \$77,623 and \$185,487, respectively. The maturity dates are through June 2023 and the interest rate is 6.58%.

During fiscal 2021, FRS obtained financing pursuant to a capital lease to finance vehicles in the amount of \$30,245, principal and interest are paid monthly. As of September 30, 2022 and 2021, the accumulated depreciation balance was \$12,098 and \$6,049, respectively. The outstanding principal balance on the lease as of September 30, 2022 and 2021 was \$15,223 and \$20,733, respectively. The maturity date goes through September 2024 and the interest rate is 3.80%.

In December of 2021, FRS entered into a condominium leasehold agreement for a building located at 11-05 44th Drive in Queens, New York for approximately 50,000 square feet of space for use by Apex. Apex will begin occupying the space in fiscal 2023 and the agreement expires in May 2054. FRS accounted for this agreement as a capital lease, and as such, the related cost of \$43,909,705 representing the present value of the total future minimum lease payments due at the inception of the agreement, determined using an incremental borrowing rate of 4.6%, is included within property, plant and equipment, net in the accompanying consolidated statement of financial position at September 30, 2022. Depreciation expense will begin in fiscal 2023 when occupancy begins. Payments on the lease will begin in March 2023 and the outstanding principal balance on the lease, inclusive of accrued interest expense, as of September 30, 2022 is \$43,909,705.

The FEDCAP Group
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED
September 30, 2022 and 2021

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of September 30, 2022:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 3,707,389
2024	4,471,864
2025	4,465,407
2026	4,803,639
2027	4,803,639
Thereafter	<u>116,983,515</u>
Total minimum lease payments	139,235,453
Less: amount representing interest	<u>(60,179,753)</u>
Present value of net minimum lease payments	<u>\$ 79,055,700</u>

NOTE 8 - REVOLVING LOANS

Investors Bank

On October 27, 2020, FEDCAP entered into an agreement with Investors Bank for (1) a revolving line of credit agreement with a borrowing limit of \$42,500,000, with a maturity date of October 27, 2022 and interest payable quarterly at a rate of prime plus 0.75% but no less than 4.00%. The maturity date was subsequently extended to January 27, 2023. The revolving line of credit agreement requires that FEDCAP maintain minimum unrestricted liquid assets of \$10,000,000. As of September 30, 2022, and 2021, FEDCAP had borrowings on this line of credit of \$25,893,587 and \$28,173,061 at an interest rate of 3.06% and 4.00%, respectively.

Provident Bank

On January 27, 2023, FEDCAP entered into an agreement with Provident Bank to refinance certain of its previous debt arrangements as well as to provide for additional liquidity for operations. In connection with the refinancing, FEDCAP entered into (1) a revolving line of credit agreement (Facility A) with a borrowing limit of \$42,500,000, with a maturity date of March 25, 2025 and interest payable quarterly at a rate of one month CME Term Secured Overnight Financing Rate ("SOFR") plus 2.90% but no less than 5.00%; and (2) an additional \$7,500,000 credit line (Facility B) interest payable quarterly at a rate of one month CME Term SOFR plus 2.90% but no less than 5.00%. The revolving line of credit agreement requires that FEDCAP maintain minimum unrestricted liquid assets of \$15,000,000. The proceeds from the revolving line of credit were used to repay the existing revolving credit line held by Investors Bank, mentioned above.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

NOTE 9 - LONG-TERM DEBT**Notes Payable**

On October 21, 2004, TOTS entered into a \$700,000 mortgage note payable to finance the acquisition of the building located in Bronx, New York. The note was secured by the property and all of the assets of TOTS. The interest rate is 5.0% and principal and interest of \$4,960 is payable monthly through the maturity date of November 1, 2024. At September 30, 2022 and 2021, the outstanding principal balance was \$121,884 and \$173,791, respectively.

FEDCAP entered into an agreement with Investors Bank for two term loans in the amounts of \$6,000,000 and \$6,600,000, with a maturity date of November 1, 2045 and November 1, 2030 respectively, along with monthly payments of principal and interest at a rate of 4.00%. At September 30, 2022 and 2021, the outstanding principal balance of the term loans was \$11,659,271 and \$12,174,762, respectively.

Bonds Payable

In December 2013, FRS entered into a Loan Agreement with Build NYC Resource Corporation ("Build NYC"), a local development corporation, for Build NYC to issue bonds to finance the purchase of the sixth floor of a building located at 633 Third Avenue in New York City and related expenses. Build NYC issued \$18,450,000 of tax-exempt revenue bonds ("Series 2013A"). Monthly payments of interest commenced in June 2014. The Series 2013A bonds have a coupon rate of 4.2% with a maturity date of December 1, 2033. The Series A bonds were placed with Israel Discount Bank ("IDB") and, as part of the bond purchase and continuing covenant agreement between FRS and IDB, FRS must maintain a minimum balance with IDB of \$4,000,000, which is included within investments in the accompanying consolidated statements of financial position at September 30, 2022 and 2021. At September 30, 2022 and 2021, the outstanding principal balance of the Series 2013A bonds was \$14,840,000 and \$15,420,000, respectively. The following is a summary of minimum principal payments due on the notes and bonds at September 30, 2022:

<u>Year Ending September 30,</u>	<u>Notes Payable</u>	<u>Bonds Payable</u>	<u>Total</u>
2023	\$ 576,142	\$ 605,000	\$ 1,181,142
2024	584,655	630,000	1,214,655
2025	544,230	655,000	1,199,230
2026	541,215	685,000	1,226,215
2027	548,331	715,000	1,263,331
Thereafter	8,986,582	11,550,000	20,536,582
Total	\$ 11,781,155	\$ 14,840,000	26,621,155
Less: current portion			(1,181,142)
Less: bond issuance cost			(708,389)
Long-term debt, net of current portion			\$ 24,731,624

NOTE 10 - ADVANCES FROM GOVERNMENT AGENCY

During fiscal 2022 and 2021, FEDCAP received contract advances from various New York City government agencies. The refundable balance related to these advances as of September 30, 2022 and 2021 is \$564,276 and \$749,426, respectively. These advances are non-interest bearing and will be offset by future receivables within these programs.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

NOTE 11 - FORGIVABLE CAPITAL ADVANCES

ESCT has received financial assistance for property acquisition costs from Housing and Urban Development ("HUD") and the Austin Housing Finance Corporation ("AHFC"). Under the terms of the agreements, funds were provided to ESCT in the form of forgivable capital advances to purchase 34 housing entities. The principle and any interest are not due and will be forgiven upon maturity, as long as ESCT continues to meet the requirements to maintain the housing units available for low income persons with disabilities. ESCT believes that the possibility that repayment will occur is remote and as such that the treatment of the advance as a contribution upon receipt is appropriate. Accordingly, the advances were recorded as contributions with donor restrictions that are released from restriction over the life of the agreement. The following table summarizes the forgivable capital advances as of September 30, 2022:

	<u>Amount of Original Advance</u>
Housing I	
U.S. Department of HUD, interest rate of 5.375%, due unless forgiven on October 11, 2045, secured by six rental housing units. At September 30, 2022 and 2021, \$238,335 and \$248,660, respectively, was included in net assets with donor restrictions related to the Note.	\$ 413,000
Housing II	
U.S. Department of HUD, interest rate of 5.250%, due unless forgiven on April 1, 2048, secured by 10 rental housing units. At September 30, 2022 and 2021, \$456,407 and \$474,247, respectively, was included in net assets with donor restrictions related to the Note.	713,600
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on May 1, 2049, secured by 10 rental housing units. At September 30, 2022 and 2021, \$332,292 and \$344,792, respectively, was included in net assets with donor restrictions related to the Note.	500,000
Housing III	
U.S. Department of HUD, interest rate of 4.125%, due unless forgiven on December 1, 2050, secured by eight rental housing units. At September 30, 2022 and 2021, \$521,013 and \$539,510, respectively, was included in net assets with donor restrictions related to the Note.	739,900
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on November 30, 2050, secured by eight rental housing units. At September 30, 2022 and 2021, \$348,379 and \$360,748, respectively, was included in net assets with donor restrictions related to the Note.	494,740
Housing IV	
U.S. Department of HUD, interest rate of 4.125%, due unless forgiven on February 15, 2053, secured by 10 rental housing units. At September 30, 2022 and 2021, \$813,950 and \$840,710, respectively, was included in net assets with donor restrictions related to the Note.	1,070,400
City of Austin passed through AHFC, interest rate of 0%, due unless forgiven on February 28, 2053, secured by 10 rental housing units. At September 30, 2022 and 2021, \$475,183 and \$490,805, respectively, was included in net assets with donor restrictions related to the Note.	<u>624,898</u>
Total	<u>\$ 4,556,538</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

FEDCAP has leases for offices, program related facilities, and equipment expiring at various dates through 2032. The approximate future minimum lease commitments under existing operating leases are as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 14,593,814
2024	13,093,972
2025	12,245,259
2026	10,557,672
2027	8,763,622
Thereafter	<u>92,407,054</u>
Total commitments and contingencies	<u>\$ 151,661,393</u>

During September 2022, FEDCAP entered into a lease for approximately 85,000 square feet of office and program space in New York City for use by Civic Hall Labs with aggregate lease payments of approximately \$95,000,000 commencing in March 2023 and ending in September 2047, which is reflected within the commitments above. In connection with the lease, FEDCAP funded a security deposit of \$2,500,000, which is reflected within prepaid expense and other assets on the accompanying consolidated statement of financial position as of September 30, 2022 and obtained a letter of credit in the amount of \$2,500,000, which is collateralized by FEDCAP's cash and cash equivalents.

Certain office leases contain renewal and escalation clauses. For leases with escalation clauses, FEDCAP recognized rent expense on a straight-line basis and recognized a deferred rent liability of \$1,222,662 and \$1,136,082 at September 30, 2022 and 2021, respectively, which is included in other liabilities in the accompanying consolidated statements of financial position. In addition to the base rents, FEDCAP is obligated to pay additional amounts for increased operating costs.

Rent expense was \$15,289,496 and \$15,172,888 for the years ended September 30, 2022 and 2021, respectively.

During fiscal 2021, FEDCAP provided for a reserve for lease abandonment costs in the amount of \$2,116,214 for its leased property in Staten Island, NY. This liability, amounting to \$1,724,722 and \$2,116,214, as of September 30, 2022 and 2021, respectively, consists of the present value of the remaining lease payments, offset by estimated sub-tenant payments. This liability is reflected within other liabilities on the accompanying consolidated statements of financial position and the corresponding expense is included within occupancy expenses on the accompanying 2021 consolidated statement of functional expenses.

FEDCAP sublets a portion of its facilities to tenants under operating leases that expire at various dates through December 2025. For the years ended September 30, 2022 and 2021, rental income from these subleases was \$1,014,144 and \$1,036,837, respectively.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

The future minimum sublease rental payments to be received are as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 1,308,339
2024	1,052,258
2025	729,248
2026	<u>236,751</u>
Total	<u>\$ 3,326,596</u>

FEDCAP is engaged in various lawsuits incidental to its operations. In the opinion of management, the ultimate outcome of pending litigation will not have a material adverse effect on the consolidated financial position and results of operations of FEDCAP.

FEDCAP participates in a number of federal and state programs. These programs require that FEDCAP comply with certain requirements of laws, regulations, contracts, and agreements applicable to the programs in which it participates. All funds expended in connection with government grants and contracts are subject to audit by government agencies. While the ultimate liability, if any, from such audits of government contracts by government agencies is presently not determinable, it should not, in the opinion of management, have a material effect on FEDCAP's financial position or change in net assets. Accordingly, no provision for any such liability that may result has been made in the accompanying consolidated financial statements.

NOTE 13 - TUITION REVENUE

FEDCAP receives funding for Fedcap Apex Acquisition (d/b/a Apex Technical School) and for the Career Design School from the New York State Education Department, administered by the Bureau of Proprietary School Supervision. Gross tuition income has been included within rehabilitation and vocational programs in the accompanying consolidated statements of activities for the years ended September 30, 2022 and 2021 as follows:

	<u>2022</u>	
	<u>Fedcap Apex Acquisition d/b/a Apex Technical School</u>	<u>Career Design School</u>
Tuition	\$ 19,824,972	\$ 287,248
Less: book and tool sales	(1,780,298)	-
Less: application and insurance fees	<u>(137,865)</u>	<u>-</u>
Subtotal	17,906,809	287,248
Add: student Refunds and Returns to Federal Family Education Loan Programs included above	<u>505,802</u>	<u>-</u>
Gross tuition for tuition assessment calculations	<u>\$ 18,412,611</u>	<u>\$ 287,248</u>

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

	2021	
	Fedcap Apex Acquisition d/b/a Apex Technical School	Career Design School
Tuition	\$ 20,796,454	\$ 407,697
Less: book and tool sales	(1,642,966)	-
Less: application and insurance fees	(123,060)	-
Subtotal	19,030,428	407,697
Add: student refunds and returns to federal family education loan programs included above	859,820	-
Gross tuition for tuition assessment calculations	<u>\$ 19,890,248</u>	<u>\$ 407,697</u>

NOTE 14 - 90/10 REVENUE PROCEDURE

Apex derives a substantial portion of its revenues from financial aid received by its students under programs authorized by Title IV of the HEA, which are administered by the U.S. Department of Education. To continue to participate in the programs, Apex must comply with the regulations promulgated under the HEA. The regulations restrict the proportion of cash receipts for tuition, fees, and other institutional charges for eligible programs to not be more than 90 percent from Title IV programs. The failure of Apex to meet the 90 percent limitation for two consecutive years will result in the loss of Apex's ability to participate in Title IV programs. If a school receives more than 90 percent of its revenue from Title IV programs during its fiscal year, the school becomes provisionally certified for the next two fiscal years. This information is required by the U.S. Department of Education and is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

For the fiscal year ended September 30, 2022 Apex Technical School's cash basis calculation is:

Adjusted student Title IV revenue	\$ 11,488,151	62.51%
Total revenue	\$ 18,378,208	
	<u>Amount</u> <u>Disbursed</u>	<u>Adjusted</u> <u>Amount</u>
Adjusted student Title IV revenue:		
Subsidized loans	\$ 2,574,893	\$ 2,574,893
Unsubsidized loans up to pre-ESCALA loan limits	3,335,323	3,335,323
Federal Pell grant	4,645,817	4,645,817
FSEOG (subject to matching reduction of 25%)	405,487	304,115
Plus loan	1,138,387	1,138,387
Federal work study applied to tuition and fees (subject to matching reduction)		
Student Title IV revenue		<u>11,998,535</u>
Revenue adjustment		
Reduction of student Title IV revenue for amount in excess of tuition and fees		(20,288)
Title IV funds returned for a student under 34 CFR 668.22 (withdrawal and other returns)		<u>(490,096)</u>
Adjusted student Title IV revenue		<u>\$ 11,488,151</u>
Student non-Title IV revenue		
Grant funds for the student from nonfederal public agencies or private sources independent of the school	\$ 285,546	
Funds provided for the student under a contractual arrangement with a federal, state or local government agency for the purpose of providing job training to low-income individuals		
Funds used by a student from savings plans for educational expenses established by or on behalf of the student that qualify for special tax treatment under the Internal Revenue Code		
Student payments	<u>6,604,511</u>	
Student non-Title IV revenue	<u>6,890,057</u>	

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

	<u>Amount Disbursed</u>	<u>Adjusted Amount</u>
Revenue from other sources		
Activities conducted by the institution that are necessary for education and training	\$	\$
Funds paid by a student, or on behalf of a student by a party other than the school for an education or training program that is not eligible		
Allowable student payments plus allowable amounts from accounts receivable - any required payments under a recourse agreement		
Revenue from other sources		<u>-</u>
Total non-title IV revenue		<u>\$ 6,890,057</u>
Total revenue		<u>\$ 18,378,208</u>

NOTE 15 - NET ASSETS

Net assets with donor restrictions were restricted for the following purposes as of September 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
For use in future periods for:		
Employment and job search programs	\$ 260,388	\$ 116,391
ESCT HUD capital advances	3,185,559	3,299,472
Time restricted - beneficial interest in remainder trust	2,395,264	3,132,036
Time restricted - general	1,137,708	456,065
	<u>6,978,919</u>	<u>7,003,964</u>
Beneficial interest in perpetual trusts and endowment funds subject to appropriation and satisfaction of donor restrictions	<u>2,003,074</u>	<u>2,400,344</u>
	<u>\$ 8,981,993</u>	<u>\$ 9,404,308</u>

Beneficial interest in perpetual trusts and endowment funds are comprised of the following as of September 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Easter Seals - beneficial interest in perpetual trusts	\$ 1,842,325	\$ 2,310,181
ReServe endowment	82,306	82,096
CWS endowment	78,443	8,067
	<u>\$ 2,003,074</u>	<u>\$ 2,400,344</u>

Net assets released from restrictions during the years ended September 30, 2022 and 2021 amounted to \$669,536 and \$113,913, respectively.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

Net assets released from restrictions are comprised of the following as of September 30, 2022 and 2021:

	2022	2021
ESCT HUD Capital Advances	\$ 113,913	\$ 113,913
Employment and job search programs	555,623	
	<u>\$ 669,536</u>	<u>\$ 113,913</u>

NOTE 16 - RELATED-PARTY TRANSACTIONS

Members of the Board of Directors of FEDCAP were associated with a law firm that provided legal services to FEDCAP with fees totaling \$271,364 during the year ended September 30, 2021. These Members did not provide legal services during the year ended September 30, 2022.

A CWS Board member is a trustee of the Eaton Fund. CWS leases its facilities from the Eaton Fund. In-kind contributed rent and rent paid to Eaton Fund for each of the years ended September 30, 2022 and 2021 was \$97,500 and \$151,667, respectively.

NOTE 17 - EMPLOYEE BENEFIT PLANS

Effective January 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the IRC for employee voluntary salary reduction contributions. Employees are eligible to participate in the plan as of their employment date.

Effective October 1, 1991, FEDCAP established a Tax Deferred Annuity Retirement Plan under Section 403(b) of the IRC for employees working on government contracts with a defined contribution pension plan based on a contractual formula. Employees are eligible to participate in the plan upon satisfactory completion of a three-month probationary period.

Effective October 1, 1994, FEDCAP established a Defined Contribution Plan under Section 403(b) of the IRC for qualified participants, primarily employees who do not work on contracts. In November 1, 2010, the Defined Contribution Plan was amended to allow all employees to participate in the plan immediately upon hire. FEDCAP matches employee contributions up to 3% of their salaries. Employer matching contributions fully vest after three years of employment.

Plan contributions are invested in one or more of the funding vehicles available to participants under the plans. Each participant is fully and immediately vested in employee contributions. Employer contributions to the plans amounted to \$12,381,925 and \$11,830,831 for the years ended September 30, 2022 and 2021, respectively.

NOTE 18 - ACQUISITIONS

On May 1, 2021, The Fedcap Group acquired Civic Hall Labs, Inc, a learning, and collaboration platform focused on advanced technology and problem-solving for the public good. The acquisition was predicated on establishing training organizations and platform that will improve access to in-demand technology jobs for all New Yorkers. The acquisition was affected without the transfer of consideration, and as such, a charge of \$695,897 was recognized, which represented the excess of the acquisition date fair values of the liabilities assumed over the acquisition date fair value of the assets acquired.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

On September 23, 2021, Civic Hall Labs, Inc, acquired New York Tech Alliance ("NYTA"), an organization that supports the technology community and ecosystems in their hometown, with the goal of creating the most diverse, equitable and accessible tech ecosystems in the world. The acquisition was predicated on aiding and providing access to various technology resources and platforms. The acquisition was affected without the transfer of consideration, and as such, a charge of \$95,284 was recognized, which represented the excess of the acquisition date fair values of the liabilities assumed over the acquisition date fair value of the assets acquired.

The following table summarizes the estimated fair values of the liabilities assumed and assets acquired at the date of acquisition during the year ended September 30, 2021:

	Civic Hall Labs, Inc	New York Tech Alliance	Total
Cash and cash equivalents	\$ 142,062	\$ 3,101	\$ 145,163
Accounts receivable, net	-	33,862	33,862
Prepaid expenses	3,845	-	3,845
Property and equipment	30,000	-	30,000
Accounts payable and accrued liabilities	(580,509)	(29,500)	(610,009)
Payroll Protection Plan loan	(291,295)	(19,875)	(311,170)
Deferred revenue	-	(82,872)	(82,872)
	<u>\$ (695,897)</u>	<u>\$ (95,284)</u>	<u>\$ (791,181)</u>
Net (deficit)			

NOTE 19 - CONCENTRATIONS

FEDCAP provides building services for federal buildings, which comprised 18% and 20% of total revenues during the years ended September 30, 2022 and 2021 respectively. FEDCAP provides offsite data entry personnel, custodial and other services to various branches of the state and city government through one New York State organization, which comprised 5% of total revenues during the years ended September 30, 2022 and 2021.

Financial instruments that potentially subject FEDCAP to concentrations of credit and market risk consist principally of cash and cash equivalents on deposit with financial institutions, which from time to time may exceed the Federal Deposit Insurance Corporation limit. Management does not believe that a significant risk of loss exists due to the failure of a financial institution.

NOTE 20 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

FEDCAP regularly monitors liquidity required to meet its operating needs and other contractual commitments. FEDCAP has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities, and lines of credit. See Note 8 for information about FEDCAP's lines of credit.

For purposes of assessing resources available to meet general expenditures over a 12-month period, FEDCAP considers all expenditures related to its ongoing activities.

In addition to financial assets available to meet general expenditures over the next 12 months, FEDCAP operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

As of September 30, 2022 and 2021, the following tables show the total financial assets held by FEDCAP and the amounts of those financial assets that could readily be made available within one year of the balance sheet date to meet general expenditures.

Financial assets available to meet general expenditures over the next 12 months:

	2022	2021
Cash and cash equivalents	\$ 55,956,803	\$ 42,982,639
Accounts receivable, net	48,355,344	57,363,861
Contributions and grants receivable, net	1,179,787	1,968,683
Investments convertible to cash over the next 12 months	9,089,033	11,004,556
Total financial assets available within the next 12 months	114,580,967	113,319,739
Less amounts unavailable for general expenditure due to:		
Donor-imposed restrictions	(4,583,655)	(3,871,928)
Minimum liquidity/collateral under borrowing and other arrangements	(17,500,000)	(10,000,000)
Total financial assets available to meet general expenditures over the next 12 months	\$ 92,497,312	\$ 99,447,811

NOTE 21 - CARES ACT

During fiscal years 2020 through 2022, FEDCAP's affiliates were granted loans totaling \$16,201,425, pursuant to the Small Business Administration ("SBA") Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act (the "PPP Loans").

The PPP Loans, which are in the form of notes payable, mature 24 months or 60 months from the date of issuance and bear interest at a rate of 1% per annum. The maturity dates of the PPP Loans range from April 2022 through April 2026. The PPP Loans may be prepaid by FEDCAP at any time prior to maturity with no prepayment penalties. Funds from the PPP Loans may only be used for certain costs, such as payroll costs and occupancy expenses. FEDCAP intends to use the entire loan amounts for qualifying expenses. Under the terms of the PPP, certain amounts of the PPP Loans may be forgiven if they are used for qualifying expenses as described in the CARES Act. When FEDCAP is legally released from the debt, or forgiveness is granted, the extinguishment will be recognized into income at that time. During the fiscal year ended September 30, 2021, forgiveness was granted by the SBA for certain of FEDCAP's PPP Loans, amounting to \$5,379,479. During the fiscal year ended September 30, 2022, forgiveness was granted by the SBA for certain of the PPP Loans, amounting to \$10,718,192, and one loan, amounting to \$103,754, was repaid. This forgiveness has been reflected as gain on Paycheck Protection Program loan forgiveness in the accompanying consolidated statements of activities.

The CARES Act also allowed for employers to defer the deposit and payment of the employer share of payroll taxes that would otherwise be due on or after March 27, 2020, and before January 1, 2021. FEDCAP elected to defer payment of payroll taxes under this arrangement. These deferred payroll taxes are payable in two equal installments on December 31, 2021 and December 31, 2022. As of September 30, 2022 and 2021, FEDCAP has recorded \$1,929,781 and \$3,628,007, respectively, of deferred payroll taxes, which is reflected within accounts payable and accrued liabilities and other liabilities on the accompanying consolidated statement of financial position.

The FEDCAP Group

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED

September 30, 2022 and 2021

NOTE 22 - COVID-19

In March 2020, the World Health Organization officially declared COVID-19, a disease caused by the novel coronavirus, a pandemic. This caused many local and national governments, including New York State, to impose restrictions on business operations, travel and public gatherings. The outbreak has adversely impacted the level of economic activity around the world and disrupted normal business activity in every sector of the economy.

As a result of the pandemic, in mid-March 2020, FEDCAP moved certain programs to virtual program services for the remainder of the fiscal year. In order to mitigate the impact of the pandemic, for fiscal years 2022 and 2021, FEDCAP continues to offer some programs virtually while shifting to in-person programs for others. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. External factors, including the duration and intensity of the pandemic, the shape of the economic recovery and its impact on potential government funding, as well as timing and widespread adoption of vaccines, could have a material impact on FEDCAP's future operating and programmatic results. The extent to which COVID-19 may impact FEDCAP's financial position, changes in net assets and cash flows is uncertain and the accompanying consolidated financial statements include no adjustments relating to the effects of this pandemic.

NOTE 23 - SUBSEQUENT EVENTS

FEDCAP evaluated its September 30, 2022 consolidated financial statements for subsequent events through February 3, 2023, the date the consolidated financial statements were available for issuance. FEDCAP is unaware of any events which would require recognition or disclosure in the accompanying consolidated financial statements, other than the event described in Note 8.

SUPPLEMENTAL INFORMATION

The PEGASUS Group
 CONSOLIDATING SCHEDULE OF FINANCIAL POSITION
 As of September 30, 2020

	Federal Subsidization		Without Federal Subsidization		Community Bank Assets		Debt		Equity		Other		Total		Total		Total		Total		
Assets	Funding Office	Guarantee, Inc.	Funding Office	Guarantee, Inc.	Partners	Community Bank Assets	State Bank NY	Debt	Equity	Other	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	
ASSETS																					
Cash and cash equivalents	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Accounts receivable net of allowance for doubtful accounts (approximately \$3,261,000 in 2020 and \$1,761,000 in 2021)	12,710	10,260,643	9,114,370	7,127,001	644,977	486,160	3,263,893	758,886	270,580	248,664	1,829,932	1,248,723	229,047	80,823	1,869,687	269,680	7,200	4,286,284	7,200	44,360,244	
Intangible assets, net	37,423,091	410,899,710	20,163,760	20,529,750	24,760,260	20,200,443	68,712,823	12,889,565	1,204,770	34,283,844	686,891	11,204	48,146,273	1,130,246	7,757,823	71,366	13,729,652	483,944	6,398,684	21,264,687	
Goodwill (approximately \$265,000 in 2020 and 2021)	66,663	389,920	-	69,891	130,880	53,264	69,297	201	37,713	362,620	2,368	-	36,814	1,264	-	17,660	-	60,390	-	1,170,762	
Investment in	29,176	2,271,954	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	146,237	
Property, plant and equipment, net	12,075,261	42,126,688	28,287,974	19,241,204	10,491,880	10,121,100	60,046,840	13,476,006	6,281,932	53,647,262	686,714	63,660	10,720,740	6,763,867	4,688,710	3,287,288	17,872,262	6,563,280	10,670	21,668,491	
Intangibles	-	5,266,327	-	-	149,180	-	142,891	-	17,704	-	-	-	44,724	666,190	-	-	-	-	-	678,600	9,660,820
Other intangibles	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	201,600	
Property, plant and equipment, net	-	163,679,710	28,288	28,476	4,213	68,201	6,116,660	64,300	3,860	1,172,000	-	-	493,424	1,261,268	11,888	2,640,287	4,674,000	323,700	46,117	6,000,771	
Other assets	-	172,271	-	-	-	-	101,880	-	38,260	-	-	-	-	1,713,200	-	1,201,200	-	-	-	720,000	4,271,261
Total assets	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
LIABILITIES AND NET ASSETS																					
Current liabilities	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Accounts payable and accrued liabilities	3,664,220	26,122,160	1,724,813	913,373	6,046,802	6,289,110	1,426,230	66,710	407,713	688,883	660	7,220	6,916,360	1,119,980	162,860	72,000	1,722,000	324,100	40	328,820	
Intercurrent payable	28,982,624	388,170,140	19,264,200	19,842,700	29,260,211	28,688,264	71,688,649	16,272,740	1,223,746	54,228,160	1,691,880	204,874	12,720,124	12,476,644	1,123,270	1,872,897	10,268,373	1,879,616	161,821	16,260,700	
Deferred revenue	-	20	-	-	-	-	-	-	397,777	-	-	-	-	-	-	-	-	-	-	17,700	
Accounts payable - government grants	-	200,000	-	-	46,260	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Current portion of debentures under capital lease	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Current portion of Paycheck Protection Program debt payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Current portion of term payable	-	712,241	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total current liabilities	34,627,104	394,689,241	20,989,283	20,756,073	35,353,073	35,027,374	78,214,669	16,208,664	6,204,246	62,627,203	1,648,540	482,204	13,636,507	12,677,179	4,468,871	3,685,720	22,264,673	4,263,400	169,619	16,288,311	
Capital lease obligations	-	70,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Notes payable	-	10,168,200	-	-	-	-	4,476,442	-	-	-	-	-	-	-	-	-	-	-	-	-	
Deferred taxes	-	20,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Paycheck Protection Program debt payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other liabilities	6,229,270	1,919,976	272,116	17,810	110,260	100,076	267,691	11,409	270	302,244	-	-	-	-	-	-	-	-	-	-	
Total liabilities	40,856,374	517,566,617	22,261,499	20,773,883	35,463,333	35,227,450	79,212,666	16,208,664	6,204,246	63,531,752	1,648,540	482,204	13,636,507	12,677,179	4,468,871	3,685,720	22,264,673	4,263,400	169,619	16,288,311	
Net assets	45,271,180	31,899,680	4,468,270	4,484,127	22,149,627	14,810,620	15,076,923	17,396,267	677,263	167,263	147,604	270,270	1,586,274	12,607,820	2,226,810	1,614,912	889,666	3,446,660	691,684	1,881,200	
Minority interest - non-controlling interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other intangibles	-	152,721	-	-	15,120	207,820	700,431	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total net assets	45,271,180	32,052,401	4,483,370	4,484,127	22,164,747	15,018,450	15,776,923	17,396,267	677,263	167,263	147,604	270,270	1,586,274	12,607,820	2,226,810	1,614,912	889,666	3,446,660	691,684	1,881,200	
Total liabilities and net assets	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

This schedule should be read in conjunction with the accompanying report of independent certified public accountants and the consolidated financial statements and notes thereto.

The FIDELIF Group
 CONSOLIDATED SCHEDULE OF ACTIVITIES
 For the year ended September 30, 2020

	Fidelity Investments, Inc.		Windsor Services Corporation		Community Bank System		Grande Pointe		Bancorp South		Bancorp South		Fidelity Investments		New York Tech Alliance		Fidelity Investments		Fidelity Investments	
	Fidelity Group	Fidelity Group	Fidelity Group	Fidelity Group	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance
Revenue																				
Contract services and products	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Administrative and operational programs	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Contract services and products	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Gain on Payment Protection Program fee forgiveness	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Realized and unrealized dividend gains on investments	1,000	10,000,000	10,000,000	10,000,000	1,000	10,000,000	10,000,000	10,000,000	1,000	10,000,000	10,000,000	10,000,000	1,000	10,000,000	10,000,000	10,000,000	1,000	10,000,000	10,000,000	10,000,000
Income taxes	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000
Non-recurring revenue	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000
Net income (loss) from operations	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000
Total revenue	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000
Expenses																				
Contract services and products	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Administrative and operational programs	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Reporting services	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Management and general	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Development	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total expenses	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000
Change in net assets, without donor contributions	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000
Net assets at beginning of year - without donor contributions	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000
Net assets at end of year - without donor contributions	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000
Revenue																				
Contract services and products	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Administrative and operational programs	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Reporting services	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Management and general	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Development	100,000	10,000,000	10,000,000	10,000,000	100,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total expenses	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000
Change in net assets, with donor contributions	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000	100,000	10,000,000	10,000,000	10,000,000
Net assets at beginning of year - with donor contributions	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000	1,000,000	10,000,000	10,000,000	10,000,000
Net assets at end of year - with donor contributions	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000	1,100,000	10,000,000	10,000,000	10,000,000

This schedule should be read in conjunction with the accompanying report of independent certified public accountants and the consolidated financial statements and notes thereto.



BOARD OF DIRECTORS

Nick Brattan, Chairman
Board Date 6/13/2018



Profession: President – NE Document Systems Inc.

William Rider
Board Date 2009



Profession: CEO/President-Greater Manchester Mental Health

Lynne Westaway, Treasurer
Board Date 8/1/2007



Profession: CPA/Partner-WIPFLI

James Sweeney PhD
Board Date 10/1/2020



Profession: PhD, Counseling

Peter Burke

Board Date 4/1/21



Profession: Community Education Manager @ St. Joseph Hospital

Cassandra Durand

Board Date 3/16/23



Profession: Director of ProHealth Integrated Primary Care

Kate Turcotte

Board Date 3/6/24



Profession: MSW, Professor and Therapist

Lori A. Hebert
LHebert@granitepathways.org

Professional Qualifications

- Over 20 years of leadership, customer and contract management combined with an extensive background in government contract development and operational oversight.
- A strong advocate for equitable systems reform.

Volunteer Experience

Nashua Department of Education

Strategic Planning Committee Member 2018/2019

- Survey development and input from a parent's perspective
- Mission statement development
- Five-year strategic plan development

Civic Engagement and Advising Experience

NH Department of Health and Human Services

Division for Children Youth and Families (DCYF)

2015-2017

Parent Leader – Practice Advisor

- Serve as an advisor to the field and the Division's leadership in matters of family engagement.
- Training partner facilitating DCYF Core Academy Better Together Workshops for DCYF staff on how to partner with families to improve child welfare outcomes.
- Statewide Steering Committee Meeting participation, providing oversight and leadership to the Parent Partner Program, a program that promotes parents as leaders within Child Welfare.
- Provide coaching and support to parents new to the system through a peer support model to improve reunification outcomes and the lives of children in New Hampshire.

New Hampshire Legislature Office of the Governor

DCYF Advisory Board

2022- Present

Member in good standing

- Advises the Director of DCYF on policy and program priorities for families in NH.
- Serve as an advocate ensuring families have a voice in public policy process.
- Provide leadership in advocating the needs and concerns of families.
- Advise and assist DCYF in its mission to our communities.

Professional Work History

Granite Pathways a member of The Fedcap Group

2018-Present

Program Director

- Hired in 2018 to build and implement peer support programming (Strength to Succeed STS) for families involved within the Division for Child Youth and Families (DCYF).
- Hiring, training, developing, and leading a staff of individuals with lived systems experience to deliver Peer Support Services.

- Program oversight, contract compliance and outcome deliverables.
- Data reporting on scope of service requirements and amplification metrics.
- Implementation of expansion services in 2019, 2020 and 2021 increasing level of service and population served.
- Development and continue quality management of, workflows, policy manuals, standard operating procedures, trainings, professional development tools.
- Designed and delivered DCYF 101 and Addiction/Recovery trainings for DCYF staff, families, and community partners.
- Lead the team in the shift from grant funding to fee for service in 2021, STS services are now embedded in the DCYF provider service array as an approved Medicaid service.
- Oversight of Nurturing Parenting training facilitation.
- June 2023, developed and launched Community Navigator contract with DCYF, this program offers education to reporters and prevention services to families with needs who do not rise to the level of DCYF involvement throughout New Hampshire.

**Department of Health and Human Services
Division of Health and Human Services (DCYF)**

2017-2018

Parent Consultant

- Statewide consultation to DCYF within development of internal policies and statewide programs.
- Parent Leader recruitment and development.
- Participate in planning, testing, and evaluation for new programming.
- Monthly reporting on measurable and deliverables.

Cityside Management Corporation, Manchester NH

2004-2013

Project Manager

- Government RFP (Request for Proposal) submissions, negotiations, and implementation.
- Development and start-up of Housing and Urban Development (HUD) Asset Manager contracts.
- HUD program administration and management in accordance with housing regulations and scope of service compliance.
- Supervise large staff, including recruiting, onboarding, and professional development.
- Training and seminar facilitation for regional listing brokers
- IT support in developing Asset Management software platform.
- Manage and coordinate negotiations with HUD Contractors including the Mortgage Compliance Managers and Field Service Manager.
- Member of senior leadership team.

Education

1992-1995 Keene State College

2021 Graduated Corporate Leadership Academy with The Fedcap Group

Michelle Wells

Education

Moultonborough Academy, Moultonborough, New Hampshire

Graduated 1985

High School

New Hampshire Technical College, Laconia New Hampshire

2002-2004

Technical College 2 Years

Early Childhood Education

Childhood Development

UNH/NHTI College Course- Building Futures Together Cohort 2

October 2021-May 2022

The Four Domains of the Certified Recovery Support Worker (CRSW)

Child and Family Systems with Substance Use

Engaging children, youth and caregivers with Substance Use

Apprenticeship Completion – May 2023

Recovery Training

- 2018 Recovery Coach Academy
- 2018 HIV/AIDS for Recovery Support Workers
- 2018 Motivational Interviewing Basics
- 2018 CCAR Ethical Considerations for Recovery Support Workers
- 2021 Harm Reduction in Recovery Services -Peer Recovery
- 2019 Suicide Prevention for Non-clinical Workers
- 2020 Advanced Ethics
- 2021 Certified Recovery Support Worker (CRSW) Performance Domains
- 2021 Trauma Informed Care
- 2021 Ethical Considerations in Peer-Assisted Recovery (12 Hours)
- 2022 CRSWs Supervising CRSWs.

Licensing

- 2019 Certified Recovery Support Worker
- 2022 CRSW Supervisor

Employment History

Supervisor – Granite Pathways Strength to Succeed Program

October 21, 2022 to Present

Responsibilities:

- Licensed Certified Recovery Support Worker.
- Proper handling of confidential information in compliance with regulations and protocols
- Training new staff.
- Mentor, support, and supervise the staff for Strength to Succeed as well as the Community Navigators.
- Ensuring high quality services are provided, staff are supervised and standards within the contract are exceeded.
- Clearly communicate, engage staff in respectful interactions and maintain a high level of confidentiality.
- Conduct monthly individual supervision with all staff.
- Facilitate monthly group CRSW supervision with all staff.

- Coordinate clinical supervision for all staff.
- Support staff with time management, professional development, payroll/benefits, case consultations.
- Manage centralized referrals for Strength to Succeed: staff assignment, authorization tracking and extension of service requests.
- Oversight of Mentor review, weekly billing submission and tracking, researching and correcting claims.
- Fedcap Cares file audits and review

Parent Partner with the Strength to Succeed Program. Recovery Coach.

July 2, 2018 to October 21, 2022

Responsibilities:

- Licensed Certified Recovery Support Worker
- Peer to Peer Recovery Support
- Resource Broker- connecting clients to community supports and resources
- Proper handling of confidential information in compliance with regulations and protocols
- Keeping accurate and updated data in client files and reporting documents
- Help empower clients in building their recovery capital and achieving and sustaining long term recovery
- Working in collaboration with the Division for Children Youth and Families case plans and MLADC assessments/evaluations to support families and help them achieve their goals
- Engage families in the Better Together Program for support after their case closes
- Mentoring staff
- Training newly hired staff
- Billing review
- Case file audits

Parent Leader- Better Together Program

2011-2018

Responsibilities:

- Parent Leader on the Better Together- Parent Partner Program Team, in the Conway District Office 2011-2018
- Parent Leader on the Better Together-Parent Partner Program Team, in the Laconia District Office 2015-2018
- Attend Better Together with Birth Parents Workshops annually. Part of the role of a Parent Partner in these workshops, is to assist with training of new DCYF staff.
- Member of the Better Together- Parent Partner Steering Committee
- Attending the DCYF Annual Conference as a Parent Partner and Parent Voice
- Attended the Parent Partner Strategic Sharing Workshop
- Parent Partner Facilitator Training - May 2017
- Facilitating Better Together with Birth Parents Workshops
- Parent Partner role in the DCYF CORE Investigation Simulation Training -April 2018
- Participated in the Focus Group as a Parent Voice, for The Child and Family Service Federal Review - April 2018

Amanda Durand

PROFESSIONAL SUMMARY

I am a highly, competent professional with over 12 years of experience. I have superior communication skills with a positive attitude and genuine compassion for others. I demonstrate outstanding leadership, interpersonal communication, problem resolution, and relationship-building skills. Motivated, diplomatic, and extremely effective in stressful, team-oriented, and fast-paced environment.

KEY SKILLS

Customer & Personal Service, Active Listening, Critical Thinking, Self-Starter, Time Management, Active Learning, Administrative & Management, Complex Problem Solving, MS Office Suite, Oracle, CareVoyant

EXPERIENCE

Granite Pathways, Community Navigator, Manchester, NH
Lead, 2023-Present

- Complete Training in: Mandated Reporting, Motivational Interviewing, Diversity, Equity, and Inclusion, Trauma Informed Practice, Reflective Practice, Strategic Sharing, DCYF 101 and DCYF Core.
- Education professionals and nonprofessional reporters on local resources for families in need and who do not rise to the level of involvement with child protection.
- Educate professional reporters on engagement techniques including trauma informed, reflective listening, and motivational interviewing with families.
- Education reporters on facilitated referrals.
- Outreach to families using specific language provided by the division.
- Continued research and education on regional resources including Family Resources Center Program schedules.
- Partnership and collaboration with local resources, having firsthand knowledge of what families can expect when they engage in services.
- Practice cultural competence.
- Completed annual training in engagement skills, engagement techniques, DEI, Trauma informed and Motivational Interviewing.
- Demonstrate the ability to pivot and work in ambiguity, understanding community resources change and family's needs will vary.
- Administrative work including case documentation, written correspondence, monthly contractor reporting and other data entry duties as needed.
- Staff meeting and Supervision attendance as scheduled.
- Always display and maintain confidentiality.
- Perform other related duties assigned.
- Attend monthly contactor meetings.
- Provide supervision and training to staff.

Granite Pathways, Strength to Succeed, Manchester, NH
Parent Partner/Supervisor, CRSW-2020-Present

- Complete field training including DCYF, CORE trainings and webinars.
- Develop and implement program policies.
- Participate in Professional Development trainings.
- Demonstrate an understanding of and an ability to successfully implement concepts presented in orientation and training.
- Utilize evidence-based home models including but not limited to; Nurturing Families and PASTA (Parenting a Second Time Around).
- Provide Peer Support to relative caregivers and Parents through Motivational Interviewing techniques.
- Provide in home support to relative caregivers and Parents in accordance with program guidelines.
- Provide telephone support to relative caregiver's and Parents in accordance with program guidelines.
- Facilitate Parenting a Second Time Around workshop curriculum for relative care and kinship population.
- Administrative work including case documentation, written correspondence and other data entry duties as needed.
- Staff meeting and MLADAC supervision attendance.
- Attend DCYF staff meetings, Better Together meetings and other family voice programming requirements.
- Always display and maintain confidentiality.
- Provide Supervision to field staff in 9 District offices.
- Attend monthly contactor meetings and bi-weekly leadership meetings.

Granite Pathways, Manchester, NH
Admissions Coordinator – 2019-2020

- Coordinate communication between patients, family members, medical staff, administrative staff, or regulatory agencies
- Interview patients or their representatives to identify problems relating to care.
- Maintain knowledge of community services and resources available to patients.
- Explain policies, procedures, or services to patients using medical or administrative knowledge.
- Provide the patient service through active listening next step of the admission process education
- Review of State Program Grants per budget guidelines
- Management of Program invoicing
- Manage Outreach & Marketing via e-mail campaign and prospective customer visits
- Maintain monthly statistical reports and inquiry trends and reports.
- Participation in Program Steering Committee

EDUCATION

B.S. Early Childhood Development
Cum Sum Laude
Southern New Hampshire University, Manchester, NH - 2011

References Available Upon Request

Alethia Loiselle

Skills

Multitasking, computer data input, answering phones, juggling several tasks at once, problem solving, managing and scheduling employees, leadership as well as working independently.

Experience

Granite Pathways - Strength to Succeed

CRSW - Parent Partner/Family Peer Support Specialist

9/2023 - Present 60 Roger Street Manchester, NH 877-525-9203

Remote Peer Support Specialist who understands the New Hampshire child protection system and have experience, personal, with supporting kin caregivers who are working with the Division for Children, Youth and Families (DCYF).

Remote Peer support Specialists have demonstrated their own ability to overcome adversity and achieve positive outcomes. The successful applicant will also have a strong connection and understanding of Strength to Succeed programming in supporting field staff on a peer level.

Granite Pathways - Strength to Succeed

CRSW - Parent Partner/Family Peer Support Specialist

2022 - 8/2023 60 Roger Street Manchester, NH 877-525-9203

Strength to Succeed provides support services to relatives and parents who have been involved with DCYF as a result of SUD, mental health and Chronic Neglect.

Those services include gathering financial resources, educational programs as well as acting as an emotional support system throughout the difficult process, the goal is to assist in the reunification of families. Trained in Nurturing Parenting classes as well as PASTA (Parenting A Second Time Around).

Alethia Loiselle, Ph. D Holistic Life Coach

2022 - Present

Life Coaching, Hypnosis & Reiki

Life Coaching - Guiding clients through the process of addressing the deeper emotions. Helping clients learn to face their ego side and find the answers they are looking for and reframing the mind and heal themselves.

Hypnosis - Assisting clients in digging deeper to address and overcome specific topics and fears that may be deeply rooted.

Reiki - A way of using energy to heal one's mind and body. Teaching people they have the ability to use energy to heal themselves.

Gemini Life Coaches

2021 Newport, NH 603-309-3942

Provides services such as life coaching, tarot, reiki, EFT & TFT. Creating social media posts. Marketing and promotional offers. Customer service- speaking with people in the public regarding services offered. Planning, organizing and scheduling daily agendas. Recording videos to load on Youtube. Researching business to cross promote. Using logo programs and social media to create and push products.

USPS Supervisor

2021, Springfield, VT

Customer service- answering the phone, tracking down packages, assisting customers. Creating rotating schedules for mail carriers. Scheduling appointments for vehicle repairs as well as transporting vehicles. Entering in mail data on a daily basis. Giving instruction to employees.

USPS/ T6 City Carrier Technician December 2015 - May 2019 Claremont, NH

City mail carrier- deliver mail, cover 5 routes on the regular carriers day off. Memorize addresses and names, attention to detail. Ability to lift 75 lbs, deal with natural outside elements, walking and driving. Organization and communication with customers as well as fellow employees.

Springfield Buik GMC Floor Coordinator/ Lot Hawk

April 2015 -November 2015 Springfield, VT

Answering phones, taking messages, paging salesmen, assisting customers, filing plates, keying and entering in vehicle sales data, logging purchased and sold vehicles.

Resource Room Paraprofessional/ Sau 60

August 2013 - April 2015 Charlestown, NH

Aid and support children's learning academically

Multi-tasking - helping to assist teachers with teaching materials and projects.

Teaching reading and math skills to different grade level SPED children

Secretary/Pompanette INC.

July 2014 - August 2014 Charlestown, NH

Answering phones, aking messages, paging employees

Filing and matching purchased invoices

Paraprofessional/ SAU 6

August 2012- July 2013 Claremont, NH

Working with two Kindergarten children

Meeting the academic, behavioral and emotional needs of the children.

Multitasking and organizational skills, helping to prepare for the daily lessons.

Self-employed/Childcare Provider

February 2009 - August 2012 Charlestown, NH

Cared for children ages 6 months to 12 years of age

Taught preschool material to children of preschool age.

Business management, book- keeping

Cleaning, preparing meals

Co-Director/Teacher Wee Haven Childcare

March 2006 - February 2009 Charlestown, NH

Business management, book-keeping, collecting payments

Teaching children of different ages, following an age appropriate curriculum

Cleaning, planning and scheduling

Education

IMHS Institute of Metaphysical Humanistic Science

2021

Bachelors of Metaphysical Humanistic Science, Master of Metaphysical Humanistic Science Specializing in Metaphysical Holistic Life coaching, Doctor of Philosophy PhD. in Metaphysical Science Specializing in Metaphysical Holistic Life coaching Cum Laude.

Granite State College

January 2012 - May 2013 Claremont, NH

Early childhood classes - 3 classes shy of an Early Childhood Associates Degree

Fall Mountain Regional High School

August 1996 - June 2000 Langdon, NH

Graduate

Kristi Southers

Summary: I am very driven, hardworking, and reliable. I am eager and willing to grow within a company, to learn and add to my professional development toolbox. I am also willing to show my strong set of skills that I obtain. I am highly organized, proactive, and punctual with a team-oriented mentality. I am a team player with a student's heart.

Skills

- Time Management
 - Problem Solving
 - Attention To Detail
 - Social Skills
 - Leadership
 - Computer Skills/Literacy
 - Case management Documentation
 - Communication
 - Conflict Resolution
 - Data Analysis
 - Critical Thinking
 - Goal Planning
 - Teamwork
 - Mentorship skills
-

Experience

Granite Pathways Strength to Succeed, Concord NH

Parent Partner, 8/2019- Current

Certified Recovery Support Worker, 2021

Mentor, 11/2022- Current

- Peer Support & Coaching – Assessing needs and creating goal planning in partnership with family.
- Care Coordination– Helping families find services, manage services and work within the DCYF plans.
- System Navigation– Helping families understand DCYF involvement by facilitating DCYF 101 training.
- Education- Facilitating sessions, group and individual, including Nurturing Parenting, PASTA (Parenting a Second Time Around) and Addiction/Recovery 101.
- In-Home Services– Delivering parenting education utilizing Nurturing Parenting in-home curriculum.
- Collaboration and partnership with the Division for Children, Youth and Families in supporting family's needs.
- Mentor functions including, peer support, active listening, behavior modeling, professional development, and accountability.
- Provide solution based, constructive feedback to mentees and families.
- Trained in reflective practice, motivational interviewing, behavior modeling, and trauma informed service delivery.

MAS Home Care, Manchester NH

LNA 03/2018 - 08/2019

- Collaborated with interdisciplinary healthcare teams to provide high-quality patient care.
- Engaged with patient family and friends to provide courteous, efficient visit experience.
- Promoted patient satisfaction by assisting with daily living needs such as bathing, dressing, toileting and exercising.
- Documented information in patient charts and communicated status updates to interdisciplinary care team

Vector Marketing/CUTCO, Manchester NH

HR/Receptionist 11/2012 - 05/2017

- Assessed organization's policies, making suggestions to improve work productivity, team collaboration, recruiting and hiring initiatives.
- Assisted in preparation of payroll for all of employees.
- Managed strategy for performance evaluations, corrective action and disciplinary measures.
- Planned recruitment events for interested applicants and organized onboarding activities for newly hired employees.
- Strategized long- term business needs to help improve Cutco

Education and Training

- HRSA Building Futures Together Paraprofessional 3/11/23.
- Certified Recovery Support Worker 01/2021

Elaine M. Hauserman

Objective

To work with children and families in a supportive role that allows me to use my current skills and education.

Ability Summary

- Create and Implement Age-Appropriate Curriculum
- Developmental Screening & Referrals
- Teach and Guide with kindness, patience, dignity, and a sense of humor.
- Effective communication, interpersonal, and creative skills
- Demonstrate flexibility in working independently or as a team member.
- Recognize and address safety issues.
- Able listen to and apply constructive criticism.

Education and Training

- Early Childhood Education (Transcripts available upon request)
- Child Development Associate in Early Childhood Education October 2006
- Multiple Trainings/Certificates to meet requirements for continued work in Childcare.
- First Aid, AED & Adult, Toddler and Infant CPR Certified
- CRSW Licensure through the NH Office of Professional Licensing for Alcohol & other drugs (Certified Recovery Support Worker)
- Multiple Trainings/Certificates to meet requirements for continued work as a CRSW

Employment History

GRANITE PATHWAYS -- STRENGTH TO SUCCEED

Manchester, NH

Keene & Claremont District Offices

Parent Partner: November 23, 2020 to Present

Parent Partner/Mentor: October 2021- November 2022

Parent Partner/Lead Mentor: November 8, 2022 to Present

Parent Partner Responsibilities:

Working with families involved with DCYF for Substance Use Disorder, Mental Health, and/or Child Neglect/Abuse. Assisting Parents in navigating the DCYF systems and their relationships with staff. Assess the needs of each participant, determining individual needs and providing the appropriate resources available within their community. Providing support that may include,

but is not limited to goal setting, prevention plans, and guiding participants in completion of the requirements they are tasked with through Safety/Case/Treatment plans. Building relationships with other community organizations that allow for collaboration within the organization and/or additional resources to participants that may not be provided by Granite Pathways. Daily duties include but not limited to, administrative duties such as scheduling, documentation of participant encounters, utilizing platforms such as Microsoft Teams and Excel. Attend DCYF meetings, Team meetings, Staff meetings etc. I am responsible for protecting confidentiality by HIPAA and CFR 42 Part 2 standards. It is also my responsibility to continue with trainings that are relevant to my position and to be available for Supervision with a LDAC/MLADC.

Mentor Responsibilities:

- Weekly individual check in with Mentees, seasoned staff may have bi-weekly or monthly
 - Keep a rolling documentation log of meetings per Mentee in TEAMS
 - DCYF case support; includes CPSW engagement, service authorization support, caregiver support/resources, escalation to Supervisor as needed
 - Documentation support; Needs Assessment, Care Coordination, Case Log, Fedcap Cares, Aggregate data
- New hire training support:
 - Shadowing, support in scheduling
 - Training, support in scheduling and obtaining required trainings
 - Workflow review
 - Support supervisor with new hire checklist management
- Weekly billing review, supporting accurate coding and documentation
- Monthly Fedcap Cares caseload audit of assigned Mentees using audit tracker

GREEN MOUNTAIN CHILDREN'S CENTER

Claremont, NH

Infant/Toddler Co-Teacher

09/2018 – Present (laid off due to COVID circumstances 3/20/20)

I am certified in Adult, Toddler & Infant CPR, First Aid and AED.

I was required to aid my co-Teacher in the development and implementing age-appropriate curriculum and activities for ages 6 weeks to 2 1/2 years old. Helped to organize Family Days and Activities, working closely with an additional Infant classroom to coordinate those Events. I assisted in completing Assessments of the children throughout the year and held Conferences with Parents twice yearly to keep them apprised of their children's progress and/or needs. I also worked with outside Agencies for assisting children with any Developmental needs to help them succeed.

Teaching and Guiding with a gentle, but firm demeanor was essential in this age group. Redirecting children with behavioral challenges is a strong point for me as well as Teaching through Play.

PEARL'S LITTLE ANGELS

Grantham, NH

Toddler/Preschool Teacher

04/2017 – 06/2018

Required to create and implement an age-appropriate curriculum rich in developmental opportunities in a safe and caring environment. I am responsible for screening each child. Screenings determine each child's language, fine motor, gross motor, communication and problem-solving skills as well as early academic skills, social-emotional/mental health and behavior. With completion of scoring, these evaluations would direct me to any referrals the child may benefit from. This sometimes would require me to work with the local School for Kindergarten readiness as well as Speech or Behavior Therapist in the class to help the child(ren) be successful. I worked closely with several assistants and other Teachers to maintain smooth transitions for children moving up into my classroom.

Ruth Warren

Recovery Support Staff

I am pursuing a position in the recovery field that will provide me the direct contact and supervision hours needed to obtain my Certified Recovery Support Worker certification. I've already completed all in-class training needed.

SKILLS SUMMARY

Recovery Support

- Lived experience
- Comfortable in high stress or crisis situations,
- Very helpful and knowledgeable of area resources
- Maintain positive attitude and professional and ethical boundaries while working

Communication

- Friendly and compassionate
- Reflective listening
- Polite and professional skills both on the telephone and in person
- Motivational interviewing

Computer / Office Support

- Proficient at Microsoft office and email communication
- Accurate document filing
- Manages multi-line telephone
- Inventory control

Work Ethic

- Hardworking, dedicated, and thorough
- Responsible, honest and dependable
- Highly motivated, willing to go the extra mile to insure satisfaction
- Very discreet and Knowledgeable of HIPPA laws.

WORK AND VOLUNTEER EXPERIENCE

Granite Pathways	Family Peer Support Specialist	2021
Granite Pathways	Parent Partner	2022
Granite State Independent Living	Home health aid	2021
Waypoint NH	Volunteer	2020

EDUCATION & CERTIFICATION

CRSW		2022
Art & Science of peer assisted recover, Ethics, HIV/AIDS, Suicide Prevention		
Nurturing Parenting Facilitator		2022
SUD, Nurturing skills		
PASTA Facilitator		2022
KET Workplace Essential Skills	Rochester, NH	2018
Completed workshops in: customer service, team work, communication and resolving conflict		
National Career Readiness Certificate Level: Silver		2018

Paige Carroll

Authorized to work in the US for any employer

Work Experience

Parent Partner

Granite Pathways STS - Manchester, NH
December 2022 to Present

Serve as a knowledgeable source of community resources; Document all contacts and interactions with caregivers. Help caregiver navigate DCYF and understand the process. Encourage positive behaviors as well as celebrate successes with the caregiver.

Manager

Massage Envy - Manchester, NH
June 2021 to September 2022

Check open areas in the schedule and get clients booked, monitor offsite appointments for the day, contact any members looking to cancel or freeze their accounts and resell the membership, ensure accounts with a past due balance are below 3%, Run account suspends report and contact clients, supervise/manage all front desk associates.

BDC representative

Quirk - Manchester, NH
May 2020 to June 2021

Maintaining thorough, up-to-date knowledge of products. Greeting and assisting walk-in customers, and treating all clientele with courtesy and respect. Adhering to all company policies and procedures. Maintaining contact with customers to ensure they are happy with our service.

Recovery Coach

Granite Pathways - Manchester, NH
August 2019 to December 2019

Engages with patients in the Addiction Treatment Program and encourages them to maintain sobriety, participate in recovery oriented activities and develop a network of sober supports. Helps patients identify and access needed resources and recovery supports.

Education

Training in CRSW

January 2023 to February 2023

Training in DCYF 101

December 2022 to December 2022

Training in Nurturing Parenting

December 2022 to December 2022

High school or equivalent

Goffstown

Skills

- Microsoft Office (6 years)
- Word Processing (3 years)
- Typing (3 years)
- Insurance (1 year)
- Insurance Verification (1 year)
- Data Entry (7 years)
- Medical Office Experience (1 year)
- Epic
- Hospitality
- FCC (Less than 1 year)

Rachel Lavoie

SKILLS

Customer Service skills specific to escalated situations as well as problem solving, professional communication, and multi-tasking. Excellent with finding resolutions to various situations as they are presented. Outside the box thinking and prioritizing matters of importance. Outstanding peer to peer support in motivation, communication, and recovery. Able to listen to others, work professionally and productively individually or as a team.

EXPERIENCE

June 5th, 2023 – Present

Granite Pathways Strength to Succeed, Manchester, NH – Parent Partner

- A support person for parents, who has lived experience with DCYF.
- Peer Support Services, creating care coordination plans to help parents achieve goals.
- Identifying and prioritizing each parent's or family's needs and providing resources and support in obtaining sed needs.
- Education in system navigation for DCYF, understanding the different types of cases. As well as emotional support and preparation for each stage of the case.
- Education provided through the Nurturing Parenting Curriculum and Addiction/ Recovery.
- Communication Tools, helping parents to advocate for themselves in a healthy and professional manner. As well as assisting in communication barriers with providers.
- Monthly reporting and documentation for each engaged parent.
- In person support and virtual support for team meetings, court hearings, roadmap to reunification, and meetings with parent partner.
- Establishing relationships with DCYF staff as well as attending DCYF staff meetings.
- Attending Better Together meetings and trainings.

January 2021 – June 4th, 2023

Cubic Transportation Systems, Concord, NH – Customer Service Representative

- Call center representative for inbound and outbound calls.
- Work specific to escalations and DMV registration holds.
- Assisting in all walk-in center locations.
- Taking credit card, cash, and bank account information for collecting payments.
- Fast paced problem solving resolving various issues per each customer's account.
- Processing mailed payments and documentation.
- Ordering transponders.
- Assisting as a facilitator in each customer service representative training.
- Assisting supervisors in floor support includes answering all customer service questions, to help each customer.

May 2021- December 2021

Subway, Manchester, NH- Manager

- Preparation and serving customers' orders.
- Processing weekly store orders and inventory.
- Balancing control sheets.
- Processing weekly bank deposits.
- Fulfilling catering and mobile orders directly upon receiving.
- Performing opening and closing shift responsibilities.

May 2020- May 2021

Gemini Handyman Services, Manchester, NH – Subcontractor

- Creating invoices specific to each job.
- Purchasing materials and tools specific to each job.
- Interior and exterior painting.
- Remodeling and demolition.
- Operation of power tools

EDUCATION

2007-2011

Goffstown High School, Goffstown, NH - Diploma

JENICA MILLS



jmills@granitepathways.org



PROFESSIONAL SUMMARY

Dedicated & empathetic Certified Peer Support Specialist, known for helping people in challenging situations, and achieving recovery successes. Understanding & knowledgeable in mental health & substance abuse care system navigation and willing to share life experiences related to mental illness & Substance Use Disorder. Energetic professional with more than 5 years of expertise providing recovery support, and more than 5 1/2 years of sobriety. Ready to help others reclaim lives through use of proper, individualized services

SKILLS

- Extensive Knowledge of Coping Skills (including CBT, DBT, ACT Skills)
- Active Listening & Motivational Interviewing
- Stages of Change & Stages of Recovery
- Problem-Solving Skills
- Advocacy & Providing Community Resources & Referrals
- Interpersonal Communication
- Knowledge of Multiple Pathways of Recovery & Mental Health Services
- Self-Motivated.
- Recovery Support Group Facilitation
- Suicide Prevention

CERTIFICATIONS

- CPS - Certified Peer Support Specialist, NH DHHS
- CPR for Adults & Infants Training - Feb. 2020

EDUCATION

IPS/ CPS Academy

The Mental Health Center Of Greater Manchester • 10/2021

CPS NH Certification: Intentional Peer Support

NH Recovery Coach Academy

CCAR/ Granite Pathways In Manchester, NH • 04/2019

WORK EXPERIENCE

Granite Pathways- Strength To Succeed - Parent Partner
Manchester, New Hampshire • 06/2023 - Current

- Provide peer support & recovery coach services to individuals and families involved with NH Division for Children, Youth and Families (DCYF)
- Help families navigate relationships with DCYF Staff and other providers
- Help identify needs and develop goal setting through Care Coordination Plans
- Helped parents developing coping skills and plans for routine and crisis situations
- Utilized experience in child welfare system and recovery to better serve parents
- Facilitate Nurturing Parenting education sessions for individuals and groups
- Administrative work including case documentation, written correspondence & other data entry duties as needed.

The Mental Health Center Of Greater Manchester - Certified Peer Support Specialist

Manchester, New Hampshire • 11/2020 - 04/2024

- Built connections with clients struggling w/ Substance Use disorder &/or mental health issues, based upon trust, honesty & mutual respect, by using active listening & dynamic communication skills.
- Demonstrated extensive knowledge of mental health, recovery, wellness principles & resources, & shared this information with others in recovery.
- Collaborated with other professionals to remove any barriers & coordinate comprehensive care for clients
- Observed strict regulations & procedures regarding each client, to maintain confidentiality of personal & health information.
- Organized & participated in clinical staff meetings & coordinated w/ clinical staff to develop individualized treatment plans.
- Initiated & facilitated weekly Women for Sobriety mutual-aid meetings to support & encourage client growth.

Cert. of Completion: CRSW (Certified Recovery Support Worker)

Exeter High School
Exeter, NH • 06/2004

High School Diploma

VOLUNTEER

Safe Harbor Recovery Center-
Portsmouth, NH
March 2019 - July 2019

- Used strong interpersonal communication skills to convey information to visitors/ members, face-to-face & via telephone.
- Guided visitors/ members to tools and resources necessary for healing & recovery.
- Maintained clean, neat, and operational facilities to serve program needs.
- Assisted w/ transporting members to/ from treatment facilities & sober residences.

The Maris Center For Women - Recovery Support Specialist
Salsbury, MA • 06/2019 - 11/2020

- Supervised residents to ensure compliance w/ house rules.
- Administered random urine & breathalyzer tests to assess adherence to recovery plans & house rules.
- Documented all shift activity for accurate, reliable records.
- Provided compassionate support & encouragement to residents in recovery from Substance and/ or Alcohol Use Disorder.

Site Structures Landscape Inc. - Fine Gardening Foreman
Eliot, ME • 06/2016 - 01/2019

- Supervised small crew to effectively maintain garden beds on residential & commercial properties by: pruning, weeding, mulching, planting, seasonal clean-ups, etc
- Design & install seasonal flower displays and Fall & Christmas holiday decorations
- Snow removal (plowing) & salting of commercial & residential properties.

AMANDA E. SNOW
asnow@granitepathways.org

COMPUTER SKILLS AND QUALIFICATIONS

Proficient in a number of computer applications such as:

- Excel
- Microsoft Word
- Microsoft Office
- Access
- PowerPoint
- Teams
- Zoom
- MMIS
- ADP
- Oracle
- Onestop
- FCC

WORK EXPERIENCE

Family Peer support Specialist 8/2023- Present:

- **Utilize lived expertise in supporting kin and other caregivers involved with the Division for Children, Youth and Families**
- **Ability to pivot and work in ambiguity, understanding community resources change and family's needs will vary.**
- **Partner with DCYF staff for the safety and wellbeing of families working in the local DCYF office and other community locations.**
- **Attend DCYF staff meetings, Better Together meetings and other family voice programing requirements.**
- **Facilitate parenting education sessions, individual and group.(Parenting a Second Time Around)**
- **Administrative work including case documentation, written correspondence and other data entry duties as needed.**
- **Always display and maintain confidentiality.**
- **Perform other related duties as assigned.**

Family Services Specialist for 10 years::

- Received several Customer Service Awards for exemplary performance assisting clients above and beyond expectations
- prioritized customer calls
- referred to the appropriate Department based on the urgency of the clients situation
- Maintained a caseload of 900+ clients
- Referred clients to the appropriate office based on travel time
- De-escalate angry and unsatisfied clients
- Explain complicated policy to help clients get the benefits they need
- Worked as part of a team of other Family Services Specialists
- Led groups to help improve work procedures

EDUCATION

Belmont High School, Belmont, NH

- High School Diploma (2005)
- Class President – Grades 9-12
- Graduated With Honors

New Hampshire Vocational Technical Institute, Laconia, NH (2005-2008)

- Honors English in Concord and then transferred to Laconia
- Teacher Prep Program
- Introduction to Exceptionalities Class at NHVTI
- Human Growth and Development Course at NHVTI
- Special Ed Behaviors and Methods
- 3.9 GPA

American Red cross LNA

- License NO: 041102-24
- Issued date: 6/12/2009

REFERENCES

Available Upon Request.

Erica Gesen Ungarelli

Human Services Leader in Child Welfare and Behavioral Health

Human Services Leadership and Management

Successful Human Services Leader with 20 years of leadership experience. Responsibilities include system and program development and sustainability, management of programs and budgets ranging between 3-64 million dollars. Broad knowledge of the Medicaid system. Leadership style embraces the System of Care values and principles in both program development and in organizational culture and climate. Experience in Child Welfare and Children's Behavioral Health. Additional notable experience in the following areas;

Management

- Provides Direction and vision for organizational development
 - Recruitment and retention strategies
 - Positive Culture and Climate
 - Program development, contract development and implementation
 - Oversight of contracts, programs, and provider networks

Strategic planning, Program Development

Developed programming to assist children and families involved in Child Welfare including:

- Strength To Succeed and other intensive in-home services.
- Led large systems reform for children's service, NH System of Care for Children's Behavioral Health inclusive of program development, finance and long-term sustainability and scaling up the programming to address continued growing needs.
- Developed NH's infant Mental Health plan, to include program development for integrated and comprehensive supports for at risk young children and families.
- Development of strategic plans— notable examples: 10-year mental health plan, Children's system of care annual reports with recommendations and child welfare practice model development.
 - Analyzing data to identify areas for improvement and expansion
 - Development of goals and activities for strategic plan
 - Development of finance strategies, budget, and rates
 - Assess progress towards goals through process measures and qualitative data
 - Management of organization and program budgets
 - Assessment of federal and state statutes
 - Analyzing, drafting, and editing legislation, policy, and fiscal impact statements.
 - Develop, draft; and implement finance strategies for sustainability through Medicaid reimbursement.

Facilitation and presenting

- Facilitation of both large and small work groups.
- Facilitation of large group stakeholder groups
- Presentations to small and large group, local and national.
- Testifies to legislative policy and budget committees.

CAREER PROGRESSION

Leadership and Management: 2006- Present

2021-Present: Granite Pathways, Executive Director

- Daily operations of organization, finance, Liaison to Board of directors and parent company,
- Set strategic priorities for the organization.

2016- 2021: Division for Behavioral Health, Director, Bureau for Children's Behavioral Health

- Set strategic priorities and plan for development for children's services.
- Provides cross departmental consultation for child programming.
- Develop and manage budgets for the Bureau
- Provided Leadership and Bureau vision and priorities for all Bureau staff.
- Directly manages bureau administrators
- Program development, implementation, financing, and oversight
- Contract development, writing and monitoring

2002-2016: Division for Children, Youth and Families Bureau for Child Wellbeing and DCYF Fiscal Unit

Managed multiple program areas for child welfare and juvenile Justice to include;

- Foster Care Health
- Federal Grant administration and oversight
- Community based services development
- Finance
- Parent Partner program
- Policy and rule development and writing
- Budget development and management
- Provider relations
- Medicaid liaison
- Lead for Cost containment Workgroup to ensure cost containment initiatives are met
- Authorization for Child specific specialized services
- Negotiate rates and funding for child specific services
- Conducts cost analysis for new child specific services
- Participated as team member during Federal audits and State case reviews
- DCYF Lead representative for the Medicaid Advisory Committee
- Development of the NH DCYF SafeRX program; Coauthor of the article, *Psychotropic medications in child*

medications in child

welfare: from federal mandate to direct care.

<https://www.sciencedirect.com/science/article/abs/pii/S019074091630127X#:~:text=Psychotropic%20medications%20in%20child%20welfare%3A%20From%20federal%20mandate%20to%20direct%20care>

Supervisory and Field Experience

1992-1996: Field worker for Elderly and Adult Services

1996-2002 CPSW for DCYF Central Intake

2001-2002 Assistant Supervisor for DCYF Central Intake

Education: Wittenberg University, BA earned in 1992 in Sociology.

BRIAN LEMIRE

PERSONAL SUMMARY

Enthusiastic, accomplished, and motivated graduate passionate in supporting individuals with substance use disorder.

EDUCATION

Southern New Hampshire University – Manchester, NH
Bachelor of Science: Business Mgmt. /Admin
• Graduated Magna Cum Laude (3.5+ G.P.A.)

New Hampshire Technical Institute – Concord, NH
• **Associate of Science: Real Estate**

G.E.D. - Manchester, NH
Central High School – Manchester, NH

CCAR Recovery Coach Academy
Suicide Prevention Training
Ethics Training
HIV Training

SKILLS

- Complex problem solving
- Client service focused
- Professional phone etiquette
- Excellent planner and coordinator
- Attention to detail
- Proficient in Microsoft Word, Excel, and PowerPoint
- Works well under pressure
- Exceptional oral and written communication

WORK HISTORY

Operations Manager, 10/1/21 to Present

Granite Pathways – Strength to Succeed- Manchester, NH

- Assist director and support staff in day-to-day operations
- Support in advanced special projects
- Prepare and take notes for quarterly BOD
- New hire orientation and onboarding
- Administrative support for RFP submissions
- Oversee IT applications and training
- Billing oversight for medical and contract billing

Program Coordinator, 8/5/2019 to 10/1/21

Granite Pathways – Strength to Succeed- Manchester, NH

- Assist manager and support staff in day-to-day operations
- Oversee IT applications and trainings
- Billing oversight

Kitchen Supervisor, 3/2016 to 11/2018

Salona Bar and Grill- Manchester, NH

- Managed kitchen staff and coordinated food preparations
- Helped resolve customer complaints
- Assisted in placing weekly food and beverage orders
- Maintained sanitation and safety standards
- Trained new employees

Assistant Property Manager, 6/1/2009 to 2/13/15

Carisbrooke at Manchester – Manchester, NH

- Managed a community of 100+ apartment units
- Carefully screened applicants for tenancy
- Communicated effectively with owners, residents, and on-site associates
- Followed up on delinquent tenants and helped coordinate collection procedures
- Monitored the timely receipt and reconciliation of rent collections in accordance with proprietor and resident statutes
- Scheduled and coordinated contractors for janitorial and maintenance issues

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name:

Granite Pathways

NAME	JOB TITLE	ANNUAL SALARY	ANNUAL AMOUNT PAID FROM THIS CONTRACT
Lori Hebert	Program Director	\$77,910.00	\$46,746.00
Michelle Wells	Supervisor	\$52,015.00	\$52,015.00
Amanda Durand	Supervisor	\$50,000.00	\$5,000.00
Alethia Loiselle	Remote Specialist	\$41,600.00	\$41,600.00
Kristi Southers	Parent Partner	\$45,760.00	\$45,760.00
Elaine Hauserman	Parent Partner	\$43,326.40	\$43,326.40
Ruth Warren	Parent Partner	\$38,480.00	\$38,480.00
Paige Carroll	Parent Partner	\$39,520.00	\$39,520.00
Rachel Lavoie	Parent Partner	\$39,520.00	\$39,520.00
Jenica Mills	Parent Partner	\$39,520.00	\$39,520.00
Amanda Snow	Family Peer Specialist	\$39,520.00	\$39,520.00
TBD-Vacant	Parent Partner	\$39,520.00	\$39,520.00
TBD-Vacant	Parent Partner	\$39,520.00	\$39,520.00
TBD-Vacant	Parent Partner	\$39,520.00	\$39,520.00
TBD-Vacant	Program Coordinator	\$50,500.00	\$12,625.00
Erica Ungarelli	Executive Director	\$110,000.00	\$22,000.00
Brian Lemire	Operations Manager	\$64,680.00	\$14,229.00

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Lori A. Weaver
Interim Commissioner

Marie Noonan
Interim Director

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

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

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June 9, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,858,798 to provide the Strength to Succeed program services to children, parents, and caregivers who are undergoing an assessment or case by the Department and are affected by substance use disorder, mental illness and/or chronic neglect, with the option to renew for up to five (5) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2024. 46% Federal Funds. 54% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Granite Pathways	228900	Claremont Concord Conway Keene Laconia Manchester Rochester Seacoast Southern	\$1,301,000
The Family Resource Center at Gorham	162412	Berlin Littleton	\$557,798
		Total:	\$1,858,798

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

See attached fiscal details.

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

EXPLANATION

The purpose of this request is to provide the Strength to Succeed program services to children, birth parents, foster parents, grandparents, other caregivers, siblings, fictive kin, and families who are undergoing an assessment or case by the Department and are affected by a substance use disorder, mental illness and/or chronic neglect. The program focuses on these high-risk populations to address the needs of the caregiver and family through a set of prevention, treatment, and recovery services and supports. The program also provides services to the relatives or kin to assist them in navigating the services and process of being involved with the Department.

Approximately 500 families will be served during State Fiscal Year 2024.

The Contractors will provide accessible, integrated services to reduce and mitigate childhood trauma that results from familial substance use, mental illness concerns and/or chronic neglect. Core components of the Strength to Succeed program include rapid access to treatment for parents within DCYF's reunification timeframe, DCYF Parent Partner peer support, home visiting services, direct prevention services to children to mitigate risk of substance misuse, and caregiver support for relative caregivers and kin of children exposed to occurrences in the home which led to the Department's involvement.

The Department will monitor services by ensuring:

- 80% of families referred to the program receive access to treatment or interim recovery support services within forty-eight (48) hours of referral.
- 100% of families referred to the program that require home visiting services as part of their treatment plan are provided evidence-based home visiting services.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 6, 2023 through March 31, 2023. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreements, the parties have the option to extend the agreements for up to five (5) 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 children impacted by substance misuse and/or mental illness within their family may not receive the services and targeted prevention services necessary to support their current needs and to assist them with avoiding substance misuse issues themselves. In addition, relative caregivers impacted by familial substance misuse may not receive the services and supports that are necessary to continue to support the children in their families.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2305NH5MAP

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Fiscal Details Sheet

05-95-95-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
OFC MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT 50% Federal,
50% General

Granite Pathways

Vendor # 228900

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	563-500915	Community Based Services	47017002	\$ 1,221,850
			Subtotal	\$ 1,221,850

The Family Resource Center at Gorham

Vendor # 162412

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	563-500915	Community Based Services	47017002	\$ 540,540
			Subtotal	\$ 540,540
			Total	\$ 1,762,390

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES 100% General

Granite Pathways

Vendor # 228900

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	644-504195	State General Funds for Service	42105876	\$ 79,150
			Subtotal	\$ 79,150

The Family Resource Center at Gorham

Vendor # 162412

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	644-504195	State General Funds for Service	42105876	\$ 17,258
			Subtotal	\$ 17,258
			Total	\$ 96,408

			Contract Total	\$ 1,858,798
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**New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet**

Project ID # RFA-2024-DCYF-02-STREN

Project Title Strength to Succeed

	Maximum Points Available	Archways	Granite Pathways	The Family Resource Center at Gorham
Technical				
Ability and Experience (Q1)	50	40	48	45
Organizational Capacity (Q2)	30	21	27	25
Quality Assurance (Q3)	20	12	19	15
TOTAL POINTS	100	73	94	85

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1. Cortney Levesque	Program Specialist IV
2. Patrick Parkinson	Administrator I
3. Caroline Racine	Program Specialist IV
4. Kaylynn Trombley	Supervisor IV

Subject: RFA-2024-DCYF-02-STREN-01 Strength to Succeed

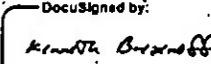
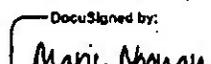
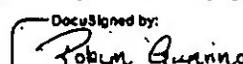
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite Pathways		1.4 Contractor Address 60 Rogers Street, Suite 205, Manchester, NH 03103	
1.5 Contractor Phone Number (603) 677-9122	1.6 Account Number 05-95-42-421010-29580000 05-95-95-470010-79480000	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,301,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/8/2023		1.12 Name and Title of Contractor Signatory Kenneth Brezenoff General Counsel	
1.13 State Agency Signature DocuSigned by:  Date: 6/8/2023		1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Interim Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials 03
AB
Date 6/8/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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A.B

**New Hampshire Department of Health and Human Services
Strength to Succeed**

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 on July 1, 2023, upon Governor and Council approval ("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 five (5) 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.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor must assist in developing a strong collaboration between divisions within the Department to provide Strength to Succeed program services to the following individuals affected by substance use disorder, mental illness and/or chronic neglect, who are involved with DCYF, including, but not limited to:
 - 1.1.1. Children.
 - 1.1.2. Birth parents.
 - 1.1.3. Foster parents.
 - 1.1.4. Grandparents.
 - 1.1.5. Other caregivers.
 - 1.1.6. Siblings.
 - 1.1.7. Fictive kin.
 - 1.1.8. Families with open DCYF cases (Child Protective Services and applicable Juvenile Justice Services cases).
 - 1.1.9. Families undergoing a DCYF assessment.
- 1.2. The Contractor must provide services to the individuals in Section 1.1 within the following DCYF District Offices service areas:
 - 1.2.1. Claremont.
 - 1.2.2. Concord.
 - 1.2.3. Conway.
 - 1.2.4. Keene.
 - 1.2.5. Laconia.
 - 1.2.6. Manchester.
 - 1.2.7. Rochester.
 - 1.2.8. Seacoast.
 - 1.2.9. Southern.
- 1.3. The Contractor must maintain one (1) point of contact and one (1) alternate contact to receive family referrals from each District Office.
- 1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8:00am to 4:30pm.

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- 1.6. The Contractor must create and implement programs to reduce and mitigate childhood trauma by:
 - 1.6.1. Increasing access to and participation in evidence-based home visiting services;
 - 1.6.2. Reducing the child's risk of substance use issues; and
 - 1.6.3. Increasing training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma-informed care so that the workforce is better prepared to address the challenges of this population.
- 1.7. The Contractor must engage, educate, and empower parents and primary caregivers in a peer-to-peer model to increase family protective factors and reduce risk factors in order to better support childhood social and emotional needs by:
 - 1.7.1. Fostering positive parent/primary caregiver child attachment;
 - 1.7.2. Increasing parent/primary caregiver knowledge about childhood development and learning;
 - 1.7.3. Increasing resiliency and social connectedness in parents/primary caregivers; and
 - 1.7.4. Educating parents on the topic of trauma for children and the risk continued substance use poses to the child.
- 1.8. The Contractor must establish a centralized referral process for referrals made by the Department.
- 1.9. The Contractor must ensure that families who are referred for services are offered all program components within 24 hours, with the understanding that DCYF involvement has a twelve (12) month timeframe for permanency decisions that can impact a parent's parental rights.
- 1.10. The Contractor must re-offer services a minimum of three (3) times within four (4) weeks of the initial offer to families who decline the initial offer of services, cease to participate, or do not attend a scheduled visit.
- 1.11. The Contractor must implement the Strength to Succeed program with each family for an estimated timeframe of six (6) months. The Department may re-refer families to the program on a case by case basis at times when there are major changes in a case, including but not limited to:
 - 1.11.1. Parental involvement.
 - 1.11.2. Reunification.
 - 1.11.3. Significant change in parenting time,
 - 1.11.4. Change in permanency plan.

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- 1.12. The Contractor must collaborate with Department partners to address any issues/barriers that arise including, but not limited to, timely access to treatment and program partner capacity issues, such as program waitlists or lack of treatment provider capacity. Department partners may include, but are not limited to:
 - 1.12.1. Family Resource Centers (FRC).
 - 1.12.2. SUD treatment and Peer Recovery Support service providers.
 - 1.12.3. Community Mental Health Centers (CMHC).
- 1.13. The Contractor must ensure all participating partners are aware of any Infant Safe Plan of Care (ISPOC) for a child and assist DCYF and the family with fulfilling the ISPOC by having a Parent Partner schedule a call with the identified agencies and workers within the first two (2) weeks of receiving a referral to the Strength to Succeed program.
- 1.14. The Contractor must be familiar with the DCYF Practice Model and Solution-Based Casework (SBC) in order to provide services within these frameworks. More information can be found at <https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/dcyf-practice-model> and <http://www.solutionbasedcasework.com/about/>.
- 1.15. The Contractor must collaborate with the Department on federally-mandated outcome monitoring and de-identified, aggregate data collection for program evaluation and federal reporting purposes.
- 1.16. The Contractor must establish a Needs Assessment and Care Coordination Plan that must be approved by the Department.
- 1.17. The Contractor must collaborate with existing program providers to ensure consistency in practice and enrollment of clients in appropriate programming including, but not limited to:
 - 1.17.1. Understanding past client assessments and utilizing a current assessment process to determine the proper care coordination plan.
 - 1.17.2. Employing a care coordination plan that focuses on the individual's strengths, seeks solutions and builds on success.
 - 1.17.3. Assessing the efficacy of the Care Coordination Plan on an ongoing basis.
- 1.18. The Contractor must establish protocols with the State's regional Doorways providers to ensure the prioritization of the Strength to Succeed referred families in gaining rapid access to treatment.
- 1.19. The Contractor must ensure the client has access to interim services when treatment services are recommended but cannot be provided within forty-eight (48) hours of referral. Interim services are defined as recovery support, a lower

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American Society of Addiction Medicine (ASAM) Level of Care, or by referral to an agency that has an earlier available opening in the client's service area. This must be accomplished through:

- 1.19.1. Making referrals to treatment providers who will complete both the evaluation and service and care coordination plan; or
 - 1.19.2. Completing clinical evaluations and service plans through subcontracts with Master Licensed Alcohol and Drug Counselors (MLADC) until such time as a local provider can be located, if there are not treatment providers where the individual resides.
- 1.20. The Contractor must identify or develop appropriate Strength to Succeed training curriculum and educational materials and deliver associated training, including, but not limited to:
- 1.20.1. Parenting curriculum for parents and families while in treatment and recovery including, but not limited to:
 - 1.20.1.1. Recovery Curriculum, parenting curriculum of the Contractor, or a similar "sober parenting" curriculum.
 - 1.20.1.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
 - 1.20.2. Prevention messaging focused on young children regarding substance use including, but not limited to:
 - 1.20.2.1. Stages of Child Development.
 - 1.20.2.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
 - 1.20.3. Addiction 101, which the Contractor must develop in collaboration with the DCYF MLADC program and deliver to program partners who are not SUD treatment providers and do not have the basic training already, including DCYF field staff.
 - 1.20.4. DCYF Involvement 101, which the Contractor must develop with DCYF and deliver to clients new to DCYF. DCYF Involvement 101 must include the DCYF Practice Model and how to navigate the child welfare system.
- 1.21. The Contractor must provide DCYF staff with education and consultation around peer recovery supports and overall programming.
- 1.22. The Contractor must develop, conduct, and evaluate pre- and post-tests for the trainings specified in Subsection **120**, to assess improvement gained from the training.
- 1.23. The Contractor must utilize the "Strength to Succeed" name when marketing or conducting business for this program.

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- 1.24. The Contractor must ensure that all individuals and points of contact who have access to confidential information during the course of providing the services under this Agreement are trained in and maintain the proper process for the handling, storage and transmission of such information.
- 1.25. The Contractor must develop and maintain a file on each family served that includes:
 - 1.25.1. Name.
 - 1.25.2. Date of Birth.
 - 1.25.3. Needs Assessment.
 - 1.25.4. Care Coordination Plan.
 - 1.25.5. Progress on goals.
 - 1.25.6. Documentation of services provided including but not limited to:
 - 1.25.6.1. Type of service provided.
 - 1.25.6.2. Dates of services and discharge.
- 1.26. The Contractor must maintain and ensure the Department and Medicaid have access to the client files for seven (7) years following the completion of the services provided.
- 1.27. **DCYF Parent Partner Program (Peer Recovery Support)**
 - 1.27.1. The Contractor must collaborate with the DCYF Parent Partner Program in order to:
 - 1.27.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 1.27.1.1.1. Developing job descriptions and standards for Parent Partners, the program manager, and supervisory staff.
 - 1.27.1.1.2. Posting the positions on online job boards.
 - 1.27.1.1.3. Seeking referrals for positions from recovery programs, DCYF field staff, area agencies and other networks that are supporting the development of a workforce comprised of people with "lived experience", including agencies running core academies for CRSWs.
 - 1.27.1.2. Develop program oversight and an integrated clinical supervision model for Parent Partners to include regular individual and group supervision by a Master level clinician able to engage staff in reflective supervision. Provide a point of contact and appropriate supervisory oversight at each of

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the District Offices which shall include, but not be limited to:

1.27.1.2.1. Providing clinical supervision, training and oversight of Parent Partners.

1.27.1.2.2. Training Parent Partners regarding applicable operational policies and procedures including, but not limited to:

1.27.1.2.2.1. Work hours.

1.27.1.2.2.2. Human resources practices.

1.27.1.2.2.3. Health and safety protocols.

1.27.2. The Contractor must ensure that the Master level clinician:

1.27.2.1. Be licensed by the New Hampshire Board of Mental Health Practice, or Board of Alcohol & Drug Use Professionals, or Board of Nursing, or Board of Psychology or the Board of Medicine to oversee the work of CRSWs, and;

1.27.2.2. Demonstrates approval of Medicaid-covered in home support services by approving and signing the child and family's needs assessment and care coordination plan.

1.27.3. The Contractor must train Parent Partners in providing support to families by SUD and/or mental illness which shall include, but not be limited to:

1.27.3.1. Select courses of the DCYF Core academy to include DCYF's approach to service delivery and Solutions-Based Casework.

1.27.3.2. Policies and procedures associated with home and community-based work.

1.27.4. The Contractor must collaborate with DCYF to establish a recruitment and hiring plan that ensures Parent Partners are co-located in each of the District Offices as an integrated member of the team. The plan must include prioritizing staffing for District Offices based on need and timeframes for staffing remaining District Offices.

1.27.5. The Contractor must ensure Parent Partners are adequately trained and supervised to provide peer support and are educated regarding the goals of peer support which include, but are not limited to:

1.27.5.1. Instilling hope in families, so parents engage and sustain recovery, and make necessary changes in their lives to safely parent their children.

1.27.5.2. Providing support and promoting self-advocacy, so parents connect to resources.

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- 1.27.5.3. Guide parents in navigating the child welfare system by providing an understanding of the DCYF practice, policies, and regulations, so parents can meet their DCYF case plan/prevention plan goals.
- 1.27.6. The Contractor must collaborate with the recovering community and networks providing CRSW academy to identify Parent Partners who are willing and able to become Certified Recovery Support Workers (CRSWs). Upon obtaining commitment from Parent Partners to become CRSWs, the Contractor must:
- 1.27.6.1. Support the parent partners in all aspects of certification as outlined by the Office of Professional Licensure and Certification (OPLC) and specified here: <https://www.oplc.nh.gov/board-licensing-alcohol-and-other-drug-use-professionals>.
- 1.27.6.2. Ensure all components necessary for billing for CRSWs are in place in accordance with Rule He-W513.
- 1.27.6.3. Enroll with Medicaid and managed care organizations.
- 1.27.7. The Contractor must ensure staff have direct, personal experience with either their own recovery from a substance use disorder, mental health disorder or prior system experience or that of a family member. Staff must be identified to have the appropriate "Lived Experience" for the population served under the scope of services.
- 1.27.8. The Contractor must ensure staff obtain and maintain State of NH certification as Certified Recovery Support Workers (CRSW) within the first year of employment:
- 1.27.9. The Contractor must ensure staff carry a caseload of no more than 15 clients to allow for a minimum of two (2) hours of service per client per week.
- 1.27.10. The Contractor must identify, select, hire and train a pool of Family Peer Support Specialists (FPSS) to meet the needs of the families serviced in the Provider's catchment area and in accordance with the qualifications specified in the Family Peer Support Competency Framework.
- 1.27.11. The Contractor must ensure that staff who are in recovery have a minimum of two (2) years of sustained recovery in order to provide services.
- 1.27.12. The Contractor must have knowledge of child development to be able to assess needs and develop appropriate care coordination plans.
- 1.27.13. The Contractor must maintain copies of certifications for staff

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employed as Certified Recovery Support Workers, licenses for Master level Clinicians, including but not limited to MLADC Licenses.

- 1.27.14. The Contractor must notify the Department and the appropriate District Office of any staff changes and share new staff contact information within ten (10) days of the effect of such changes.
- 1.27.15. The Contractor must submit a copy of renewed CRSW and licensed clinicians certifications and licenses to the Department within ten (10) days of receipt from the New Hampshire licensing authority.
- 1.27.16. The Contractor must be certified and maintain enrollment with the NH Medicaid Program. Enrollment and Certification with Medicaid will be deemed as meeting enrollment and certification by DCYF provider relations.
- 1.27.17. The Contractor must initially and on a monthly basis check employees, vendors, and subcontractors for Medicaid fraud, and maintain evidence of the check and must be maintained for the duration of the individuals employment.

1.28. Background Checks

1.28.1. Prior to permitting any individual to provide services under the awarded contract, the Contractor must ensure that said individual has undergone:

1.28.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served, including but not limited to:

1.28.1.1.1. Child pornography, rape or attempt, sexual assault or attempt;

1.28.1.1.2. Conviction for felony physical assault, battery against a child or attempt; and

1.28.1.1.3. Conviction for violent or sexually-related crime against a child or of a crime which shows that the person might pose a threat to a child, such as a violent crime or a sexually-related crime against an adult.

1.28.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under the awarded contract;

1.28.1.3. A name search of the Department's Division for Children,

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Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under the awarded contract.

- 1.28.1.4. A name search of the US Department of Health and Human Services Office of Inspector General List of Excluded Individual and Entities; and US General Services Administration SAM.gov | Exclusions.

1.29. Home Visiting Programming

- 1.29.1. The Contractor must provide effective peer supports to relatives and/or caregivers through home visiting programming by the Family Peer Support Specialists to assess needs and create effective care coordination plans.
- 1.29.2. The Contractor must provide or collaborate with other home visiting programs to provide effective home visiting programming to stabilize families to prevent removal or support families who reunified.
- 1.29.3. The Contractor must collaborate with community partners including, but not limited to:
 - 1.29.3.1. Family Resource Centers.
 - 1.29.3.2. Family Support New Hampshire.
 - 1.29.3.3. Thirteen (13) Regional Public Health Networks.
 - 1.29.3.4. Partnership of a Drug Free NH.
 - 1.29.3.5. Communities for Alcohol and Drug-Free Youth (CADY).
 - 1.29.3.6. Raymond Coalition for Youth (RCFY).
- 1.29.4. The Contractor must collaborate with other agencies that provide evidenced-based home visiting programming as outlined in Subsection 1.29.2. and facilitate the continuum of care through strategic partnerships with the State Kinship Navigators Program.
- 1.29.5. The Contractor must collaborate with other community-based agencies to expand their delivery of home visiting programming to open DCYF assessments and cases. Evidenced-based home visiting programming and activities that include, but are not limited to:
 - 1.29.5.1. Providing Ages & Stages Questionnaires, Third Edition Developmental screenings (ASQ-3™) (More information available at <http://agesandstages.com/products-services/asq3/>).
 - 1.29.5.2. Providing parent education.

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- 1.29.5.3. Providing in-home supports.
- 1.29.5.4. Providing age and developmentally appropriate Substance Use prevention messages and program curriculums.
- 1.29.5.5. Assisting families in locating and contacting community supports as needed.
- 1.29.5.6. Collaborating with DCYF case workers to monitor families' progress and create a shared goal plan for the family.
- 1.29.5.7. Collaborating with DCYF to identify realistic strategies for supporting families and to build success in reaching family case goals as stated in the Solution Based Case (SBC) Plans.
- 1.29.5.8. Collaborating with existing Child Welfare Agencies in all District Offices to create referral relationships for Home Visiting Services.
- 1.29.5.9. Utilizing Healthy Families America as a primary home visiting model and ensuring appropriate and effective modifications are employed for children under the age five (5) being served by home visiting.
- 1.29.6. The Contractor must use the Adult Adolescent Parenting Inventory (AAPI) I & II to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.

1.30. Additional Relative/Caregiver Support

- 1.30.1. The Contractor must develop relative caregiver support groups to help reduce caregiver strain and create a natural system of support among relative caregivers. Support groups must be accessible to all District Office covered catchment areas and based on areas of high need.
- 1.30.2. The Contractor must recruit and train Family Peer Support Specialists or Parent Partners to act as group facilitators.
- 1.30.3. The Contractor must collaborate with DCYF to ensure relative/caregivers are informed of supports including, but not limited to:
 - 1.30.3.1. Resource Guides and supports offered by DCYF to relatives.
 - 1.30.3.2. Relative caregiver support groups in their area.
 - 1.30.3.3. Other community resources to help support the caregiver and the child, and reduce caregiver strain.

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1.30.4. The Contractor must provide the Parenting a Second Time Around (PASTA) curriculum for grandparents who are caring for a minor grandchild which shall include, but is not limited to:

1.30.4.1. Providing no fewer than four (4) workshops on relevant topics which may include, but are not limited to:

1.30.4.1.1. Child development.

1.30.4.1.2. Discipline and guidance.

1.30.4.1.3. Personal care.

1.30.4.1.4. Raising teenagers.

1.30.4.1.5. An overview of support services.

1.30.4.1.6. Legal issues.

1.30.4.2. Providing individual counseling for relative caregivers, including grandparents, kin and fictive kin.

1.30.4.3. Providing the "A Resource Guide for New Hampshire Relative Caregivers" pamphlet (<https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/foster-care/relative-care-and-kinship-care>) to relatives/ caregivers, including grandparents or other resources to help them navigate services or other with similar information.

1.30.5. The Contractor must educate relatives/caregivers on how to interact with children in a developmentally-appropriate manner regarding parental substance use disorder and how to prevent addiction in their own lives. The education provided will include, but is not limited to:

1.30.5.1. Strategies regarding preventing addiction in their own lives.

1.30.5.2. Strategies to reinforce healthy, pro-social behaviors.

1.30.5.3. Examples of rewards or reinforcements.

1.30.5.4. Strategies for managing the effects of a parent with SUD and/ or mental health concerns.

1.30.5.5. Making connections with appropriate community supports and resources.

1.31. Parent and Child Substance Use Education

1.31.1. The Contractor must provide parent and child substance use education using the Nurturing Parenting program <http://www.nurturingparenting.com/>, which includes, but is not limited to:

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- 1.31.1.1. Training all relevant staff in the Nurturing Parenting program.
- 1.31.1.2. Providing education in a variety of settings including in single or co-facilitated group settings.
- 1.31.1.3. Modifying the education for individuals and families not yet ready for a group setting.
- 1.31.1.4. Collaborating with the family resource centers to leverage current services. For example, a vendor may collaborate with the Greater Tilton Area Family Resource Center to offer aspects of Forever Hope's Training for Families Affected by Substance Use or a similar curriculum.

1.32. Other Requirements

- 1.32.1. The Contractor must develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the resulting contract that describes the process for ensuring the completion of all aspects of the Scope of Services to staff and Program and to continue to effectively implement Strength to Succeed.
- 1.32.2. The Contractor must participate in individual meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.32.3. The Contractor must participate in program-wide meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.32.4. The Contractor must ensure staff participate in training as required by the Department.

1.33. Reporting

- 1.33.1. The Contractor must submit monthly reports within ten (10) days of the close of the reporting period, which include, but are not limited to:
 - 1.33.1.1. Number of families currently involved in Strength to Succeed.
 - 1.33.1.2. Number of Strength to Succeed "slots" available (based on capacity as determined by caseloads and number of staff).
 - 1.33.1.3. Number of families offered Strength to Succeed (referral data).
 - 1.33.1.4. Number and percentage of families contacted within 24 hours of referral.
 - 1.33.1.5. Number and percentage of families who enroll in Strength to

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- 1.33.1.6. Number and percentage of families receiving recovery supports.
- 1.33.1.7. Number and percentage of families with a completed needs assessment.
- 1.33.1.8. Number and percentage of families entering treatment when needed and appropriate.
- 1.33.1.9. Number and percentage of families with a completed plan of "care coordination" on file.
- 1.33.1.10. Number and percentage of families who meet their care coordination goals.
- 1.33.1.11. Number and percentage of families who are successfully connected to ongoing supports.
- 1.33.1.12. Number and percentage of families reporting finding healing and empowerment as a result of peer support (from family satisfaction survey).
- 1.33.1.13. Number and percentage of assessments closed without further DCYF involvement.
- 1.33.1.14. Number and percentage of parents who reunify with the children.
- 1.33.2. The Contractor must submit monthly narrative reports to the Department including a summary of project progress, barriers met and addressed, and general aggregate information regarding the families served by the program. The aggregate information must include, but is not limited to:
 - 1.33.2.1. Primary drug of choice for family members.
 - 1.33.2.2. General treatment access information for family members.
 - 1.33.2.3. Number and ages of children served by program.
 - 1.33.2.4. Date of enrollment in program.
 - 1.33.2.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
 - 1.33.2.6. Change in the living status of each child.
 - 1.33.2.7. Number of provider organizations providing direct services as listed in the scope of service.

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1.33.2.8. Number of parent partners hired and the district offices covered.

1.33.3. The Contractor must collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.

1.33.4. The Contractor must provide key data in a format and at a frequency, specified by the Department for the following performance measures:

1.33.4.1. 80% of families referred to the program receive access to treatment or interim recovery support services within forty-eight (48) hours of referral.

1.33.4.2. 100% of families referred to the program that require home visiting services as part of their treatment plan are provided evidence-based home visiting services.

1.33.5. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. 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.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

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**New Hampshire Department of Health and Human Services
Strength to Succeed**

EXHIBIT B

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. 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."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. 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

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EXHIBIT B

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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
- 4.1.1. 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.
 - 4.1.2. 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.
 - 4.1.3. 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.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. 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.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5. Privacy Impact Assessment

- 5.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if

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

Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 5.1.1. How PII is gathered and stored;
 - 5.1.2. Who will have access to PII;
 - 5.1.3. How PII will be used in the system;
 - 5.1.4. How individual consent will be achieved and revoked; and
 - 5.1.5. Privacy practices.
- 5.2. 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.

6. Department Owned Devices, Systems and Network Usage

- 6.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the Contractor must:
- 6.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 6.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 6.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 6.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 6.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

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

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- 6.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 6.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
 - 6.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 6.1.9. Agree when utilizing the Department's email system:
 - 6.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 6.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 6.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
 - 6.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 6.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 6.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
 - 6.1.10.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
 - 6.1.10.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said

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

End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

6.1.10.5. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

6.1.11. Workspace Requirement

6.1.11.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

7. Contract End-of-Life Transition Services

7.1. General Requirements

7.1.1. If applicable, upon termination or expiration of the Contract 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). The Department shall provide the DTP template to the Contractor.

7.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users 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 any 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 and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

7.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be

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

inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

7.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

7.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

7.1.6. In the event where the Contractor has commingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

7.2. Completion of Transition Services

7.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

7.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

7.3. Disagreement over Transition Services Results

7.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8. Website and Social Media

8.1. The Contractor agrees that if performance of services on behalf of the Department involve using social media or a website for marketing to solicit information of individuals, or Confidential data, the Vendor must work with the Department's Communications Bureau to ensure that any social media or

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

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.

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

8.3. State of New Hampshire's Website Copyright

8.3.1.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 45% Federal funds, Medicaid Entitlement, as awarded on 10/1/2022, by the US Department of Health and Human Services, Centers for Medicare & Medicaid Services, ALN 93.778, FAIN 2305NH5MAP.
 - 1.2. 55% 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. Flex Funding
 - 3.1. For the purpose of this agreement, the Department shall allocate flexible funding to the Contractor agency to fulfill the work described Exhibit B, Scope of Work.
 - 3.2. Payment for flexible funding shall be on a cost reimbursement basis as follows:
 - 3.2.1. \$36,800 for State Fiscal Year 2024 of the contract.
 - 3.3. The Contractor shall not utilize flexible funds prior to meeting with the client for the initial point of contact.
 - 3.4. The Contractor shall manage flexible fund allocations in a manner consistent with Exhibit B, Scope of Work, and shall have the ability to vary the amount of flex funds spent to support each family (e.g., some families can receive \$100 and others can receive \$150 or any other amount needed to support the family) as deemed appropriate by the Contractor. If the identified flexible funds need is higher than \$500 per client, the Contractor will consult with the Department prior to funding the need.
 - 3.5. The Department reserves the right to request and the Contractor shall provide information on the following:
 - 3.5.1. What families benefited from flexible fund purchases;
 - 3.5.2. How much was spent per family (both average and individual families); and
 - 3.5.3. Identified need that the flexible funds were used for.
4. Daily Rate
 - 4.1. For the purpose of this agreement, a daily rate shall be paid in the amount of \$38.50 for every fifteen (15) minute increment of services (units) provided per client per unit of service provided.

**New Hampshire Department of Health and Human Services
Strength to Succeed**

EXHIBIT C

- 4.2. Payment shall be on a monthly basis and follow a process determined by the Department.
- 4.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:
\$1,264,200
- 4.4. The Contractor shall submit non-clinical expenses via the Website: <https://business.nh.gov/beb/PaQes/Index.asDx>.
- 4.5. The Contractor shall bill the appropriate funding sources in accordance with standard billing procedures in both NH Medicaid and DCYF. The Contractor shall submit NH Medicaid expenses via the Website below:
<https://www.nhmmis.nh.gov/>
5. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
6. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 7.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

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

8. 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.
9. 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.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.
 - 12.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

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EXHIBIT C

... shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

12.4. In addition to, and not in any way in limitation of obligations of the 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.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: Granite Pathways

6/8/2023

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

Vendor Initials *KB*
Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Granite Pathways

6/8/2023

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

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KB

Vendor Initials

6/8/2023

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

6/8/2023

Date

DocuSigned by: Kenneth Brezenoff
Name: Kenneth Brezenoff
Title: General Counsel

Contractor Initials KB Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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KB

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Granite Pathways

6/8/2023

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

Exhibit G

Contractor Initials

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KB

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Granite Pathways

6/8/2023

Date

DocuSigned by:

Name: Kenneth Brezenoff

Title: General Counsel

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

New Hampshire Department of Health and Human Services



Exhibit I

- 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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

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Contractor Initials AB

Date 6/8/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials

AB
Date 6/8/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/8/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State of
Marie Noonan
 Signature of Authorized Representative
 Marie Noonan
 Name of Authorized Representative
 DCYF Interim Director
 Title of Authorized Representative
 6/8/2023
 Date

Granite Pathways
 Name of the Contractor
Kenneth Brezenoff
 Signature of Authorized Representative
 Kenneth Brezenoff
 Name of Authorized Representative
 General Counsel
 Title of Authorized Representative
 6/8/2023
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: Granite Pathways

6/8/2023

Date

DocuSigned by:

Kenneth Brezenoff

Name: Kenneth Brezenoff

Title: General Counsel

Contractor Initials

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Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: PFPUP9LCLMU9
- 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:

- 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:

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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

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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

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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.).

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DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

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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/doi/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.

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- 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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #29), 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 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,673,394
3. Modify Exhibit B, Scope of Services, Section 1.27.9., to read:
1.27.9. The Contractor must ensure staff carry a caseload of no more than twelve (12) clients to allow for a minimum of two (2) hours of service per client per week.
4. Modify Exhibit B, Scope of Services, Section 1.30.4., lead in paragraph only, to read:
1.30.4. The Contractor must ensure the Parenting a Second Time Around (PASTA) curriculum is offered to grandparents or kin who are caring for a minor child which includes, but is not limited to:
5. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 48% Federal funds, Medicaid Entitlement, as awarded on 10/1/2022 and 10/1/2023, by the US Department of Health and Human Services, Centers for Medicare & Medicaid Services, ALN 93.778, FAIN 2305NH5MAP, 2405NH5MAP.
 - 1.2. 52% General funds.
6. Modify Exhibit C, Payment Terms, Section 3.2. to read:
 - 3.2. Payment for flexible funding shall be on a cost reimbursement basis as follows:
 - 3.2.1. \$13,100 for State Fiscal Year 2024 of the contract.
 - 3.2.2. \$13,100 for State Fiscal Year 2025 of the contract.
 - 3.2.3. \$13,100 for State Fiscal Year 2026 of the contract.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/8/2024

Date

DocuSigned by:

Marie Noonan

Name: Marie Noonan

Title: DCYF Interim Director

The Family Resource Center at Gorham

5/7/2024

Date

DocuSigned by:

Patricia Stolle

Name: Patricia Stolle

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/10/2024

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 270161

Certificate Number: 0006608526



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.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Christian Corriveau, hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 20, 2024 at which a quorum of the Board of Directors were present and voting.

VOTED: That Patricia Stolte is duly authorized on behalf of The Family Resource Center at Gorham to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in 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 listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated:

5/6/24


Signature
Name: Christian Corriveau
Title: President

**the family
resource center**
at Gorham

Our MISSION:

**To build healthier families and stronger
communities through positive relations,
programs and collaborations in the North
Country of New Hampshire**

Financial Statements

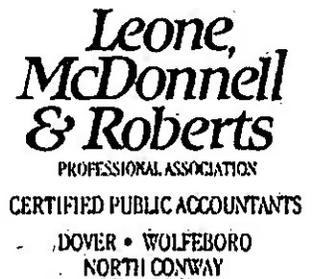
FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND REPORTS ON
COMPLIANCE AND INTERNAL CONTROL**

FAMILY RESOURCE CENTER AT GORHAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Family Resource Center at Gorham

Opinion

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Family Resource Center at Gorham and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 Family Resource Center at Gorham'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 therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 Family Resource Center at Gorham'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 Family Resource Center at Gorham'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.

Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 13, 2023, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Family Resource Center at Gorham's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

*Leone, McDonnell & Roberts
Professional Association*

North Conway, New Hampshire
October 13, 2023

FAMILY RESOURCE CENTER AT GORHAM**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,100,311	\$ 1,001,201
Certificates of deposit.	502,855	83,677
Grants receivable	459,651	607,171
Prepaid expenses	31,869	15,603
Total current assets	<u>2,094,686</u>	<u>1,707,652</u>
PROPERTY		
Leasehold improvements	100,805	88,452
Furniture and equipment	51,575	51,575
Buildings	70,015	70,015
Total	222,395	210,042
Less: accumulated depreciation	<u>(122,681)</u>	<u>(113,185)</u>
Property, net	<u>99,714</u>	<u>96,857</u>
OTHER ASSETS		
Investments	235,147	225,995
Agency deposits - cash	11,946	30,574
Operating lease right-of-use asset	44,094	48,973
Total other assets	<u>291,187</u>	<u>305,542</u>
TOTAL ASSETS	<u>\$ 2,485,587</u>	<u>\$ 2,110,051</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 33,884	\$ 20,146
Accrued expenses	144,806	102,296
Due to State of New Hampshire	-	32,257
Agency deposits	11,946	30,574
Refundable advances	154,677	33,332
Current portion of right-of-use operating lease liability	13,027	11,572
Total current liabilities	<u>358,340</u>	<u>230,177</u>
OTHER LIABILITIES		
Right-of-use operating lease liability, less current portion shown above	<u>31,067</u>	<u>37,401</u>
Total liabilities	<u>389,407</u>	<u>267,578</u>
NET ASSETS		
Without donor restrictions		
Designated for long-term building maintenance	46,325	55,083
Undesignated	<u>1,780,245</u>	<u>1,529,925</u>
Total net assets without donor restrictions	1,826,570	1,585,008
With donor restrictions	<u>269,610</u>	<u>257,465</u>
Total net assets	<u>2,096,180</u>	<u>1,842,473</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,485,587</u>	<u>\$ 2,110,051</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Grants	\$ 1,720,241	\$ -	\$ 1,720,241
Medicaid	1,708,785	-	1,708,785
In-kind contributions	126,817	-	126,817
Contributions	50,979	-	50,979
Agency rents	45,841	-	45,841
Investment return	-	12,145	12,145
Interest income	3,664	-	3,664
Other income	14,017	-	14,017
Net assets released from restrictions	-	-	-
Total revenue and support	<u>3,670,344</u>	<u>12,145</u>	<u>3,682,489</u>
EXPENSES			
Program services	2,973,339	-	2,973,339
Management and general	<u>455,443</u>	-	<u>455,443</u>
Total expenses	<u>3,428,782</u>	-	<u>3,428,782</u>
CHANGE IN NET ASSETS	241,562	12,145	253,707
NET ASSETS, BEGINNING OF YEAR	<u>1,585,008</u>	<u>257,465</u>	<u>1,842,473</u>
NET ASSETS, END OF YEAR	<u>\$ 1,826,570</u>	<u>\$ 269,610</u>	<u>\$ 2,096,180</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Grants	\$ 2,503,575	\$ -	\$ 2,503,575
Medicaid	1,530,768	-	1,530,768
In-kind contributions	111,319	-	111,319
Contributions	35,794	15,000	50,794
Agency rents	43,698	-	43,698
Investment return	-	(22,628)	(22,628)
Interest income	798	-	798
Other income	804	-	804
Net assets released from restrictions	<u>13,520</u>	<u>(13,520)</u>	<u>-</u>
Total revenue and support	<u>4,240,276</u>	<u>(21,148)</u>	<u>4,219,128</u>
EXPENSES			
Program services	3,338,172	-	3,338,172
Management and general	<u>471,484</u>	<u>-</u>	<u>471,484</u>
Total expenses	<u>3,809,656</u>	<u>-</u>	<u>3,809,656</u>
CHANGE IN NET ASSETS	430,620	(21,148)	409,472
NET ASSETS, BEGINNING OF YEAR	<u>1,154,388</u>	<u>278,613</u>	<u>1,433,001</u>
NET ASSETS, END OF YEAR	<u>\$ 1,585,008</u>	<u>\$ 257,465</u>	<u>\$ 1,842,473</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF FUNCTIONAL EXPENSES**
FOR THE YEAR ENDED JUNE 30, 2023

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 1,822,061	\$ 257,988	\$ 2,080,049
Employee benefits	234,890	28,346	263,236
Payroll taxes	144,149	19,470	163,619
Travel	223,745	1,965	225,710
Food and supplies	205,388	2,870	208,258
Program activities	117,879	-	117,879
Contractors and consultants	65,312	19,652	84,964
Training	52,255	806	53,061
Legal and professional fees	4,868	36,126	40,994
Rent	33,633	-	33,633
Heat and utilities	-	30,004	30,004
Telephone and Internet	26,961	1,685	28,646
Liability insurance	16,631	3,981	20,612
Repairs and maintenance	-	19,601	19,601
Technology	2,231	14,113	16,344
Small equipment	11,586	1,011	12,597
Advertising	10,244	1,585	11,829
Depreciation	-	9,496	9,496
Property insurance	-	2,626	2,626
Payroll processing service	-	2,223	2,223
Printing	873	654	1,527
Postage and shipping	633	450	1,083
Conferences and meetings	-	661	661
Bank charges	-	130	130
	<u> </u>	<u> </u>	<u> </u>
Total	\$ 2,973,339	\$ 455,443	\$ 3,428,782

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 1,989,734	\$ 248,433	\$ 2,238,167
Employee benefits	261,219	27,951	289,170
Payroll taxes	164,123	20,803	184,726
Food and supplies	223,819	2,778	226,597
Program activities	224,287	245	224,532
Travel	189,434	1,203	190,637
Contractors and consultants	92,880	11,935	104,815
Training	76,476	1,389	77,865
Technology	3,551	71,491	75,042
Telephone and internet	31,702	2,378	34,080
Legal and professional fees	6,658	20,914	27,572
Rent	27,315	-	27,315
Heat and utilities	-	26,870	26,870
Liability insurance	19,497	3,397	22,894
Advertising	18,593	219	18,812
Repairs and maintenance	-	12,839	12,839
Small equipment	6,800	984	7,784
Depreciation	-	6,450	6,450
Payroll processing service	-	5,656	5,656
Printing	1,491	1,985	3,476
Property insurance	-	1,987	1,987
Conferences and meetings	160	796	956
Other	25	829	854
Postage and shipping	408	2	410
Bank charges	-	150	150
	<u> </u>	<u> </u>	<u> </u>
Total	<u>\$ 3,338,172</u>	<u>\$ 471,484</u>	<u>\$ 3,809,656</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 253,707	\$ 409,472
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized (gain) loss on investments	(6,796)	33,135
Realized gains on investments	(424)	(6,213)
Depreciation	9,496	6,450
Acquisition of right-of-use asset	(7,150)	(58,578)
Amortization of right-of-use asset	12,029	9,605
Increase in operating lease liability	-	48,973
Reduction of operating lease liability	(4,879)	-
(Increase) decrease in assets:		
Grants receivable	147,520	(83,421)
Prepaid expenses	(16,266)	63,427
Increase (decrease) in liabilities:		
Accounts payable	13,738	5,027
Accrued expenses	42,510	7,397
Due to State of New Hampshire	(32,257)	32,257
Agency deposits	(18,628)	30,234
Refundable advances	121,345	(268,723)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>513,945</u>	<u>229,042</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of investments	40,702	36,151
Purchase of investments and certificates of deposits	(461,812)	(40,792)
Additions to property and equipment	(12,353)	(13,520)
NET CASH USED IN INVESTING ACTIVITIES	<u>(433,463)</u>	<u>(18,161)</u>
NET INCREASE IN CASH AND EQUIVALENTS AND RESTRICTED CASH	80,482	210,881
CASH AND EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF YEAR	<u>1,031,775</u>	<u>820,894</u>
CASH AND EQUIVALENTS AND RESTRICTED CASH, END OF YEAR	<u>\$ 1,112,257</u>	<u>\$ 1,031,775</u>
CASH BALANCES		
Cash and equivalents, operating	\$ 1,100,311	\$ 1,001,201
Agency deposits - cash	11,946	30,574
Total cash and equivalents and restricted cash	<u>\$ 1,112,257</u>	<u>\$ 1,031,775</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that works to build healthier families and stronger communities.

The programs are preventative and help to remove obstacles by providing pathways to healthy family function and early childhood development to at-risk and underserved populations in northern New Hampshire.

Evidence-based home visiting delivers parent education and support that empowers parents to build healthy family dynamics. They address issues such as substance misuse, lack of education, safe housing and employment. The Resource Center provides community based social and emotional support through workshops, support groups, and counseling to promote family success.

Basis of Accounting

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

Basis of Presentation

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

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

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

Use of Estimates

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

FAMILY RESOURCE CENTER AT GORHAM

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Cash and Cash Equivalents

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

Certificates of Deposits

The certificates of deposits are carried at fair value. Interest is accrued and recognized in income when earned.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2023 and 2022 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Investments

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

Property and Equipment

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

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

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

Refundable Advances

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

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

The Resource Center records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2023 and 2022:

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

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

Contributions

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

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by the individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

Functional Allocation of Expenses

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

The expenses that are allocated include the following:

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

Income Taxes

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

FAMILY RESOURCE CENTER AT GORHAM

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

Advertising

Advertising costs are expensed as incurred.

Reclassifications

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

Fair Value of Financial Instruments

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

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2023 and 2022, the Resource Center's investments were all classified as Level 1 and were based on fair value.

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

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2023 and 2022.

Equities: Valued at the closing market price on the stock exchange where they are traded (primarily the New York Stock Exchange).

FAMILY RESOURCE CENTER AT GORHAM**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year-end.

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

New Accounting Pronouncement

As of July 1, 2022, the Resource Center adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, as amended. The standard requires lessees to recognize assets and liabilities for leases with lease terms of more than twelve months. The recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a financing or operating lease. Results for the reporting years June 30, 2023 and 2022 are presented under FASB ASC Topic 842. The ASU has been applied retrospectively to all periods presented. As a result, a right-of-use asset of \$44,094 and \$48,973 was recognized at June 30, 2023 and 2022, respectively. A right-of-use operating lease liability of 44,094 and \$48,973 was also recognized at June 30, 2023 and 2022, respectively.

2. LIQUIDITY AND AVAILABILITY

The following represents the Resource Center's financial assets as of June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 1,100,311	\$ 1,001,201
Certificates of deposit	502,855	83,677
Grants receivable	459,651	607,171
Investments	235,147	225,995
Agency deposits - cash	<u>11,946</u>	<u>30,574</u>
Total financial assets	<u>2,309,910</u>	<u>1,948,618</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	269,610	257,465
Amount board designated for long-term maintenance	46,325	55,083
Agency deposits - cash	<u>11,946</u>	<u>30,574</u>
Amounts not available within one year	<u>327,881</u>	<u>343,122</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 1,982,029</u>	<u>\$ 1,605,496</u>

FAMILY RESOURCE CENTER AT GORHAM**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

The Resource Center's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$860,000) As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts and certificates of deposits.

3. INVESTMENTS

Investments presented in the financial statements are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to net assets without donor restrictions, except for those investments for which their use is restricted. Information on investments at June 30, 2023 and 2022 is presented as follows:

	<u>2023</u>		<u>2022</u>	
	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>
Equities	\$ 106,039	\$ 120,345	\$ 125,284	\$ 118,904
Mutual Funds	<u>121,115</u>	<u>114,802</u>	<u>99,515</u>	<u>107,091</u>
Totals	<u>\$ 227,154</u>	<u>\$ 235,147</u>	<u>\$ 224,799</u>	<u>\$ 225,995</u>

Components of Investment Return:

	<u>2023</u>	<u>2022</u>
Interest and dividends	\$ 8,558	\$ 8,817
Unrealized gain (loss)	6,796	(33,135)
Realized gain	424	6,213
Investment fees	<u>(3,633)</u>	<u>(4,523)</u>
Total investment return	<u>\$ 12,145</u>	<u>\$ (22,628)</u>

4. AGENCY DEPOSITS

During the year ended June 30, 2023, the Resource Center began serving as a fiscal agent for Small Acts North, a Northern New Hampshire not-for-profit volunteer group that supports the community by providing small acts of kindness. The amount held on behalf of Small Acts North as of June 30, 2023 and 2022 was \$11,946 and \$30,574, respectively.

6. DEMAND NOTE PAYABLE

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provided for maximum borrowings up to \$75,000 and was collateralized by a certificate of deposit held at the same bank. At June 30, 2022, the interest rate on the revolving line of credit was stated at the bank's prime rate of 4.75%. There was no balance outstanding as of June 30, 2022. This line of credit agreement was closed in May of 2023.

FAMILY RESOURCE CENTER AT GORHAM**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022****6. CONCENTRATION OF CREDIT RISK - CASH**

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2023 and 2022. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. Cash balances in excess of FDIC insured limits amounted to \$1,138,663 and \$874,727 at June 30, 2023 and June 30, 2022, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2023 and 2022, approximately 46% and 36% of the total revenue was derived from Medicaid, respectively.

In order for the Resource Center to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region.

Medicaid receivables comprise approximately 11% and 17% of the total accounts receivable balances at June 30, 2023 and 2022, respectively.

8. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Purpose restrictions:		
Flooring/carpeting	\$ 13,480	\$ 13,480
Community events	15,000	15,000
Restrictions in perpetuity:		
Endowment	<u>241,130</u>	<u>228,985</u>
Total net assets with donor restrictions	<u>\$ 269,610</u>	<u>\$ 257,465</u>

Net assets without donor restrictions for the years ended June 30, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Undesignated	\$ 1,780,245	\$ 1,529,925
Board designated	<u>46,325</u>	<u>55,083</u>
Total net assets without donor restrictions	<u>\$ 1,826,570</u>	<u>\$ 1,585,008</u>

FAMILY RESOURCE CENTER AT GORHAM**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022****9. NET ASSETS WITHOUT DONOR RESTRICTIONS – BOARD DESIGNATED**

By vote of the Board of Directors, funds have been designated for long-term building maintenance. Net assets without donor restrictions designated by the board was \$46,325 and \$55,083 at June 30, 2023 and 2022, respectively.

10. ENDOWMENT FUND

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures. No distributions were taken during the years ended June 30, 2023 and 2022.

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

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

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

Fund activity for June 30, 2023 and 2022 was as follows:

	<u>Balances as of June 30, 2022</u>	<u>Activity for the Year Ended June 30, 2023</u>	<u>Balances as of June 30, 2023</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	74,840	8,558	83,398
Realized gain	68,926	424	69,350
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(49,995)	(3,633)	(53,628)
Unrealized gain	995	6,796	7,791
	<u>\$ 228,985</u>	<u>\$ 12,145</u>	<u>\$ 241,130</u>

FAMILY RESOURCE CENTER AT GORHAM**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	<u>Balances</u> <u>as of</u> <u>June 30, 2021</u>	<u>Activity</u> <u>for the</u> <u>Year Ended</u> <u>June 30, 2022</u>	<u>Balances</u> <u>as of</u> <u>June 30, 2022</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	66,023	8,817	74,840
Realized gain	62,713	6,213	68,926
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(45,472)	(4,523)	(49,995)
Unrealized gain (loss)	<u>34,130</u>	<u>(33,135)</u>	<u>995</u>
	<u>\$ 251,613</u>	<u>\$ (22,628)</u>	<u>\$ 228,985</u>

11. OPERATING LEASES

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease expired on June 30, 2020. The lease continues under the same terms on a month-to-month basis.

The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately \$10 - \$16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

During the year ended June 2021, the Resource Center entered into a lease agreement for office space in Littleton, New Hampshire with John & Paul Tuite Partnership. The terms of the lease call for monthly payments of \$1,000 through October 31, 2026. Rent expense under this agreement aggregated \$12,000 for the years ended June 30, 2023 and 2022.

During March of 2023, the Resource Center entered into a lease agreement for two copiers in Gorham, New Hampshire. The terms of the lease agreement calls for monthly payments of \$130 through March 9, 2028. Rent expense under this agreement aggregated \$520 for the year ended June 30, 2023.

The right-of-use asset and related operating lease liability for the above leases amounted to \$44,094 and \$48,973 for the years ended June 30, 2023 and 2022, respectively. The weighted average lease term was 3.32 and 4.16 years for the years ended June 30, 2023 and 2022, respectively. The weighted average discount rate was 1.38% and 0.98% for the years ended June 30, 2023 and 2022, respectively.

Total lease expense under these agreements totaled \$12,520 and \$10,000 for the years ended June 30, 2023 and 2022, respectively.

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

Minimum future lease payments required under the operating lease agreement in effect at June 30, 2023 were as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2024	\$ 13,560
2025	13,560
2026	13,560
2027	5,560
2028	<u>1,040</u>
Total	<u>\$ 47,280</u>

12. IN-KIND CONTRIBUTIONS

The Resource Center received the following in-kind contributions during the years ended June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Donated clothing, toys, and household supplies	<u>\$ 126,817</u>	<u>\$ 111,319</u>

The Resource Center's policy related to in-kind contributions is to utilize the assets given to carry out the mission of the Resource Center. If an asset is provided that does not allow the Resource Center to utilize it in its normal course of business, the asset will be sold at its fair value as determined by appraisal or specialist depending on the type of asset.

Donated supplies for the years ended June 30, 2023 and 2022 were considered contributions without donor restrictions and were recorded as food and supplies expense on the accompanying statements of functional expenses.

13. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through October 13, 2023, the date the June 30, 2023 financial statements were available for issuance.

FAMILY RESOURCE CENTER AT GORHAM**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL ALN</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	2001NHCWSS	\$ 8,494
Promoting Safe and Stable Families	93.556	2001FPSS	41,788
Social Services Block Grant	93.667	2001NHSOSR	144,027
Temporary Assistance for Needy Families	93.558	19NHTANF	345,033
Maternal & Child Health Services Block Grant for States	93.994	90CA1858	11,160
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	25,598
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	41,184
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	260,060
ARPA - Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-2451	74,173
			<u>400,995</u>
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-90-902010-5771	33,678
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-90-902010-5190	17,630
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	05-95-90-902010-5771	136,914
			<u>188,222</u>
Foster Care - Title IV - E	93.658	05-95-042-421010-29580000	<u>7,278</u>
Total U.S. Department of Health and Human Services			\$ <u>1,146,997</u>
Total expenditures of federal awards			\$ <u>1,146,997</u>

FAMILY RESOURCE CENTER AT GORHAM

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023**

NOTE A BASIS OF PRESENTATION

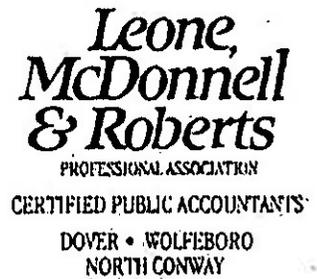
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, where in certain types of expenditures are not allowable or are limited to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance.



**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Family Resource Center at Gorham

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated October 13, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Family Resource Center at Gorham's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control.

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

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

Report on Compliance and Other Matters

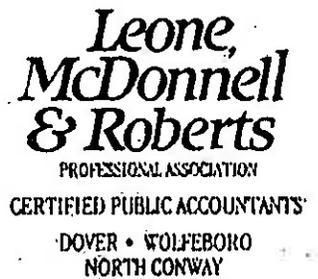
As part of obtaining reasonable assurance about whether Family Resource Center at Gorham's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have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

Purpose of This Report

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

*Leone, McConnell & Roberts
Professional Association*

North Conway, New Hampshire
October 13, 2023



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

To the Board of Directors of
Family Resource Center at Gorham

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2023. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Family Resource Center at Gorham and to meet our other ethical responsibilities, in accordance with 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 opinion on compliance for each major federal program. Our audit does not provide a legal determination of Family Resource Center at Gorham's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Family Resource Center at Gorham's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Family Resource Center at Gorham's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Family Resource Center at Gorham's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Family Resource Center at Gorham's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Family Resource Center at Gorham's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leon McDannell & Roberts
Professional Association*

North Conway, New Hampshire
October 13, 2023

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Family Resource Center at Gorham were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs:
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The programs tested as major programs were: U.S. Department of Health and Human Services, Temporary Assistance for Needy Families (TANF), ALN – 93.558.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham Family Resource Center at Gorham was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

**the family
resource center**  **at Gorham**
2023 BOARD OF DIRECTORS

Christian Corriveau, President

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

Chasity Murphy

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

Heidi Barker, Vice President

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

Jess Hannigan

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

Bridget Laflamme

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

Margo Sullivan

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

Bronson Paradis, Secretary

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

Dawn Cross

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

Chelsea Andrea

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

Chrissy Grant

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

Kim N. Mulligan

Objective

Honest and hardworking individual. I want the experience to share my personal experiences and develop a successful career within the agency. I'm a team player who has the potential to bring two units in becoming one working team. I support key objectives and strives for the best possible outcome for everyone.

Education

Southern Maine Community College, South Portland, ME

- 1.5 years
- Criminal Justice year 1, Human services year 2 (1 Semester)

Gorham Middle High School, Gorham, NH 03581

- 4 years 2002-2006
- Diploma/Graduate the class of 2006.

Experience

[Jan 2023] – [Present]

[Program Manager] | [The Family Resource Center] | [Gorham, NH 03581]

Oversees daily management of the program, including but not limited to: • Budgets, data, operations, systems, & quality assurance. Monthly State Reporting required by the state. Assist & monitor the billing processes for Medicaid Billing & CRSW Billing. Assure all contract requirements are met, including defined service activities, target population numbers, and designated client assessments. Coordinate training with the FRC Training Manager/FRC Quality Assurance Manager. Hiring new staff

[May 2021] – [Jan 2023]

[CBVS Supervisor] | [The Family Resource Center] | [Gorham, NH 03581]

The Supervisor will oversee the programs and staff assigned to them. • This position will assist with writing and managing all grants associated with the various programs as well as outcome reporting and budgets. • The Supervisor will attend community and agency meetings on a regular basis. Candidate must have strong, effective, communication skills, both written and oral, have excellent judgment, and be detail oriented. • Weekly reflective supervision (1.5 hours each) of all staff. • Administrative supervision (collecting / reviewing time sheets, mileage, etc) of all staff you supervise • Communicating effectively, verbally and in writing, to promote family support programs in both northern Grafton and Coos County. • Assisting in fundraising efforts and other revenue streams to support the sustainability of funds for family support programs.

[July 2013] – [May 2021]

[Residential Supervisor] | [Easterseals, NH] | [Lancaster, NH 03584]

Provide daily and weekly communication updates to all clinical staff. Supervise a team of 4-8 direct care staff who are working either in 1:1 or 3:1 ratio. Ensure staff attend all training courses that are required. Work with the program manager on scheduling to ensure proper staff to child ratios are followed that are set by state regulations. Provide a teaching atmosphere in the milieu focusing on peer interactions and life skills. Monitor health and nutritional needs for all residents Reporting to the nurse of all concerns. Provide services to individuals with varied behavior issues, which may include physical aggression, verbal assault, inappropriate sexual comments, gestures and/or acts.

Awards & Acknowledgements

- Nurturing Parenting Program Certificate March 2023
- Motivational Interviewing Coach
- Solutions Based Casework Consult Coach
- Recover Coach Academy Course Completed
- Nominee and Recipient of The President's Award at Easterseals, 2020.
- Piccolo Trained
- RIO's Training for Reflective Supervisions.

References

Personal- Brooke Brunetti- Years known: 15 years [REDACTED]

Professional- Lisa Hamilton Years known: 10 years [REDACTED]

Amanda Lampron

Objective

Individual with lived experience in recovery from SUD and mental health who wants to share her story to help support and guide those within our communities. Honest, accountable, hard-working, resilient, determined, who wants to instill these qualities within the individuals that I work with.

Education

Colebrook Academy Colebrook, NH 03576

- Class of 2004
 - High School Diploma
- Empire Beauty School Laconia, NH 03246
- 2004-2006
 - Graduated

Experience

April 2019- Present

Supervisor of Reunification & Recovery Services | The-Family Resource Center |
Gorham, NH 03581

Provide 1.5 hours of supervision to staff, manage time sheets/mileage sheets, documentation/notes/charts, facilitate daily team meetings, productivity, assigning referrals, direct care.

Social Security Disability Benefits 2012-2021

2008-2012

Stitcher Codet Newport Corporation 34 Gould St. Colebrook, NH 03576

Shirt Creator

Awards & Acknowledgements

- CRSW Licensed
- Unsung Hero Award 2020
- Community Health Worker Certification
- Motivational Interviewing
- CRSW Supervising CRSW's
- DCYF101
- Nurturing Parenting Program
- Standards of Quality Certification
- Narcan Administration
- DCYF Laws and Reporting
- PHQ-9 Depression Screening
- Best Practices in Addiction Services
- NH Training Institute on Addictive Disorders
- Gambling as a Co-Occurring Disorder
- Women in Gambling
- Social and Emotional Learning
- New Futures Webinar
- Depression Screening
- AdCare Educational Institute of New England
- Mental Health First Aid 2.0
- Introduction to Harm Reduction
- SBC
- RIOS
- Center for Addiction Recovery Training
- HIV Trends and Treatment
- Recovery Coach Academy
- Suicide Prevention
- HIV and Aids
- Ethical Considerations
- Women, Substance Use and Trauma
- Suicide Prevention for Non-Clinical Workers
- Diversity Training

Mallory Lapointe

Intake Coordinator

Highly motivated professional with experience in providing comprehensive social services for children and families. Proven ability to assess and develop care plans to help families in need. Passionate about helping children and families overcome challenging life situations and providing support to help reach full potential.

Experience

OCT '23 - PRESENT

Family Resource Specialist | Family Resource Center, Berlin, NH

- Assisted clients with navigating the social service system by providing information about available benefits, programs and services.
- Employed creative approaches when addressing challenging situations involving clients in order to maintain a safe atmosphere.
- Analyzed data from assessments to develop appropriate interventions that addressed identified issues within the family unit.

FEB '19 - DEC '23

Team Lead Lab Assistant | AVH, Berlin, NH

- Worked with coworkers to complete tasks.
- Demonstrated ability to manage multiple tasks while remaining adaptable and flexible.
- Responded quickly to meet customer needs and resolve problems.
- Committed to delivering excellent customer service while working in a fast-paced environment.
- Focused on learning new skills and staying updated with industry changes.
- Participated in ongoing training to enhance own job skills and knowledge.
- Provided efficient and courteous service to customers at all times.
- Skilled in using various software applications and programs including Microsoft Office and Adobe Creative Suite.
- Identified ways to improve efficiency in operations and implemented process changes.
- Collaborated with departmental leaders to establish organizational goals, strategic plans and objectives.
- Sought continuing education opportunities to stay current with industry trends
- Draw blood
- Train all new hires
- Make the schedules
- Hold orientations

OCT '18 - APR '20

Lab Assistant | Nordx, North Conway, New Hampshire

- Adhered to all safety protocols in each laboratory area.

- Assisted in the preparation of laboratory equipment and materials for experiments, including setting up apparatus according to instructions.
- Performed and documented appropriate quality control records.
- Conducted routine laboratory procedures within established guidelines.
- Processed specimens from clinical trials according to established guidelines.
- Provided training and instruction on proper lab techniques and safety procedures.
- Kept laboratory space and equipment in clean and safe condition.
- Kept laboratory supplies ready by inventorying stock and placing order
- Draw blood

AUG '17 - JUN '18

Teacher's Assistant | Family Resource Center, Berlin, NH

- Worked with coworkers to complete tasks.
- Participated in ongoing training to enhance own job skills and knowledge.
- Provided individualized instruction to small groups of students within a classroom setting, reinforcing concepts taught by the teacher.
- Used appropriate behavior management strategies and techniques.
- Facilitated activities designed to promote positive social interactions among peers.
- Supervised students to proactively identify and resolve disputes or safety hazards.
- Helped to explain assignments and test instructions to boost student comprehension.
- Maintained compliance with school and regulatory policies related to health and safety.
- Encouraged student independence and academic achievement by exploring new concepts and activities.
- Interacted with students in a manner congruent with chronological age and developmental level.
- Developed and implemented behavior management systems for student success in the classroom.

Education

JUN '09

High School Diploma

NCCA, Lancaster, New Hampshire

Skills

Group Facilitation

Team Collaboration

Critical Thinking

Multicultural Competence

Decision Making

Conflict Resolution

Problem Solving

Goal Setting

Parenting Education

Case Management

Community Resources

Behavioral Assessment

Family Dynamics

Effective Communication

Active Listening

Stress Management

Child Development

Time Management

Computer Literacy

Crisis Intervention

Program Evaluation

Empathy and Compassion

Client Advocacy

Family Support

Problem-Solving

- High-Risk Populations Identification
- Excellent Communication
- Relationship Building
- Multitasking
- Adaptability and Flexibility
- Client Interviewing
- Continuous Improvement
- Microsoft Office Suite
- Self Motivation
- Community Referrals
- Interpersonal Skills
- File Management
- Invoice Verification
- Teamwork and Collaboration
- Attention to Detail
- Client Needs Assessment
- Decision-Making

Certifications

- BLS

References

References available upon request

WENDY CONWAY

Summary

When I became fully dedicated to my sobriety for myself and my children, I realized I wanted to help as many addicted parents stay in recovery and be able to reunite with their children and not go through what I've been through. I've been through many challenges since DCYF entered my life back in 2013 after a second degree assault my son's father did to me, but today I can proudly say that my boys are back in my life, I have custody of my 9 month old daughter, and have a beautiful home. If I didn't wear my sobriety proudly, you might not even know that I was ever an addict. I have 23 months in sobriety, it will be two years on April 28, 2019. I am truly honored to work with the family resource center after all the help they have provided to my family and I, and I look forward to helping as many families overcome this battle as I possibly can in the future.

Skills

- Creative
- Organization
- Understanding
- Communication
- Able to keep a schedule
- Promoting sobriety and assisting when possible
- Willingness to learn new things and/or new ways of doing things
- Can work well in a team setting or in an individual setting
- Highly responsible and reliable

Experience

Family Resource Center (Parent Partner-Strength to Succeed): Feb 20, 2019 to Current

- o Connect parents to community recovery supports, engage incoming clients in treatment, and promote positive social networks and activities that align with recovery support plans
- o Maintain and arrange client appointments to meet the required guidelines of all contracts and grants
- o Maintain a clean organized client record log with all required program paperwork

Disabled: Aug 2018 to Current — Berlin, NH

Assembler: Oct 2015 to May 2016 Richardsons manufacturing — Silver Lake, NH

- Determine materials, tools and equipment needed for product orders.
- Retrieved correct materials from product inventory to perform various fabrication duties.
- Reviewed and verified all work was in compliance with sales orders and customer requirements.
- Completed and entered quality records, scrap reports and machine logs in a timely manner.
- Lubricated and wiped machines, tools and workplace to maintain safety and cleanliness. Assembled components with hand and power tools.
- Proposed process improvements to increase quality and efficiency.
- Improved knowledge and productivity through continuous education and learning from foreman and senior assemblers.
- Inserted and positioned materials and clamped, spliced and fitted parts using hand and power tools.
- Assessed work for errors or compliance issues and made corrections and modifications when necessary.
- Expertly measured, cut, bent and fitted small tubing to machines.

Waitress: Sep 2013 to Apr 2015 Guildies — Berlin, Nh

- Recorded orders and partnered with team members to serve food and beverages.
- Suggested additional items to customers to increase restaurant sales.
- Answered phones politely and promptly while accurately recording to go orders.
- Checked menus to verify current selection availability and cleanliness.
- Served average of 30 patrons daily at an all day, overnight breakfast restaurant.
- Supported other areas of the restaurant in set up, cleanup, prep work and equipment maintenance.
- Maintained safe food handling standards at all times.
- Maintained knowledge of current menu items, garnishes, ingredients and preparation methods.
- Sprayed all racked items with hot water to loosen and remove food residue.
- Checked on all tables at appropriate intervals to refill drinks and respond to requests.
- Kept carpets and floor clear of debris.

- Completed shift beginning and end procedures, including cashing out my receipts and separating tips from the restaurants money and cleaning and organizing my work area.
- Promoted and endorsed the company to bring in new business.
- Cleaned table linens, table settings, glassware, windowsills, carpets, counters, floors, storage areas and service refrigerators.
- Cleaned dishes with detergent, rinsing and sanitizing chemicals in three compartment sink.
- Identified items in stock for first use to decrease waste and profit loss.
- Cleaned, sanitized and organized food speed racks, bins, dry storage racks and chemical storage room.
- Inquired about guest satisfaction, anticipated additional needs and happily fulfilled requests.
- Completed opening and closing checklists according to set standards.
- Stocked and maintained silverware, linens and condiments.
- Calculated charges, issued bills and collected payments.
- Checked on guests to ensure satisfaction with each food course and beverages.
- Answered questions about menu selections and made recommendations when requested.
- Greeted guests in a pleasant and courteous manner.
- Guided guests through the dining rooms and provided needed assistance.
- Complied with all health department regulations and rectified issues immediately.
- Resolved problems promptly and escalated larger concerns to management.
- Greeted new customers, answered initial questions and took drink orders.
- Anticipated and addressed guests' service needs.
- Transported all dirty tableware from dining room to dishwashing area for proper cleaning.
- Hand-washed dishes and glassware thoroughly.
- Served guests promptly to ensure food remained at proper temperatures.
- Provided the best customer service possible.

Education

GED - 2012

Berlin Senior High School – Berlin, NH- Took two years of early childhood education while in high school and was a teacher at the Mini Mounties Preschool while learning.

Elizabeth Lavoie



Objective: To work in the recovery field supporting others that have had similar experiences as I. I want to help individuals struggling with mental health and addiction and show them they are not alone by providing peer support and education on recovery pathways, support systems and community resources.

Skills:

- Organized
- Good Communication
- Ability to work as a team
- Ability to understand and demonstrate personal and professional boundaries
- Positivity is important to me
- Adaptable
- Balance between work, home and emotions.
- Resilience

Experience:

The Family Resource Center, Parent Partner/ CRSW

March 3, 2019-Present

- Keep an up to date calendar.
- Complete documentation on time each week.
- Attend scheduled team meetings.
- Schedule weekly meetings with an assigned caseload.
- Communicate with staff weekly.
- Meet for supervision weekly for 1.5 hours.
- Attend scheduled trainings and professional development opportunities.
- Track daily mileage.
- Respond to emails and phone calls daily.

Northeast Kingdom Human Services, Direct Support Staff

2013-2018

- Complete documentation on time each week.
- Attend scheduled team meetings
- Communicate with staff daily
- Communicate with families daily
- Attend scheduled trainings
- Track Mileage

Bailiwicks, Host

2011-2013

- Arrange floor plan equally for staff
- Maintain professional and welcoming
- Take phone call reservations
- Organize reservation book
- Clean tables
- Shine Silverware/Wrap in napkins
- To-Go Orders
- Wait Lists
- Customer Requests

Education and Training:

- CRSW License
- CPR Certified
- Certificate in Conscious Discipline
- Mental Health First Aid Certificate
- Motivational Interviewing Certificate
- Narcan Training Certificate
- Nurturing Parenting Program Certificate
- PHQ9 Certificate
- Solution Base Casework Training Certificate
- High School Diploma, 2010

KIM BENNETT



WORK EXPERIENCE

Partner, Family Resource Center, 123 Main Street ; Gorham, N.H.

October 2021-Present

Parent Partner duties include working with Parents, who are involved with DCYF and often have Mental Health issues and or Substance use issues. A Parent Partner assists with transportation, education, coping skills, system navigation and peer support.

RESIDENTIAL ADVISOR

Northern Human Services-Colebrook NH

This job was at an intensive treatment facility that was locked and alarmed for mentally disabled men. The duties included helping them make good choices, teaching social skills, supervising them at job sites, all while keeping the community and clients safe.

CHEF

Black Bear Tavern- Colebrook NH

May 2012-April 2017

FOODSERVICE DIRECTOR

Eckerd Family Youth Alternatives-Colebrook NH

April 1995-November 2011

This was an amazing experience. I was a surrogate Mom to 60+ male juveniles who were at risk. It was an outdoor wilderness therapy experience. The kids lived in tents year round. I ordered food, made meals, packed out trip food, and listened to their problems. I watched them grow, learn and transform.

SCHOOL LUNCH BAKER

Colebrook School

August 1993 -April 1995

SOUS CHEF

Balsams Grand Resort Hotel- Dixville Notch, NH

April 1981-July 1993

EDUCATION

UPPER KENNEBEC VALLEY MEMORIAL HIGH SCHOOL, BINGHAM , MAINE

DIPLOMA 1977

EASTERN MAINE TECHNICAL INSTITUTE

AUGUST 1977-MAY 1978

SKILLS

Kitchen Management

Catering

Banquet Experience

Menu Planning

CERTIFICATIONS AND LICENSES

SERVE SAFE FOODHANDLERS

MED DISPENSING CERTIFIED

CERTIFIED RECOVERY SUPPORT WORKER

NARCAN ADMINISTRATION

NURTURING PARENTING

MOTIVATIONAL INTERVIEWING LEVEL 1

DCYF 101

SUICIDE PREVENTION



Robert Vestal

PROFESSIONAL SUMMARY:

Hardworking and passionate job seeker eager to secure entry-level Parent Partner position. I am really interested in helping others who struggle with addiction and depression get back on their feet. I completed the recovery program successfully and it has been a passion of mine since then. I'm currently at 2 years and 1 month sober and ready to jump into helping others.

SKILLS:

Time Management
Organized
Compassionate

Responsible
Dedicated

WORK HISTORY:

SNOW MAKER

11/2018 to 02/2021

Wildcat Mountain | Pinkham Notch

- Scraped and dislodged excess ice, frost and frozen products to prevent accumulation.
- Recorded temperatures, material amounts and test results on report forms.
- Managed complex projects and maintained reputation for completing work on time and under budget.
- Monitored and adjusted pressure gauges, ammeters and flowmeters to maintain specified conditions.

CREW MEMBER

06/2019 to 09/2020

Tri County Community Action Agency | Berlin, NH

PARENT PARTNER

02/2022 to CURRENT

The Family Resource Center At Gorham | Gorham, NH

EDUCATION

GED | General Studies

08/2008

RCDC, Brentwood, NH

HAYLEY BERONEY



PROFESSIONAL SUMMARY

Detail-oriented team player with strong organizational skills. Ability to handle multiple projects simultaneously with a high degree of accuracy.

SKILLS

- Emotional Support
- Group Activities
- Program Coordination and Execution
- Mental Health Support
- Coping Techniques
- Monitoring Recovery
- Behavior Support

WORK HISTORY

10/2021 to Current

Certified Recovery Support Worker/Kinship Navigator

Family Resource Center – Gorham, NH

- Signposted additional support services, including housing, employment and childcare assistance.
- Coordinated with local government to provide resources to clients.
- Facilitated communication between clients and other service providers.
- Improved clients' coping with routine life activities such as food budgeting and rental payments.
- Cultivated and maintained relationships with community members to facilitate outreach activities.
- Maintained client confidentiality and adhered to HIPAA guidelines.
- Determined needed and relevant interventions based on each client's cognitive abilities and current needs.
-

09/2011 to 04/2020

Assistant Purchasing Manager

Omni Mount Washington Resort – Bretton Woods, NH

- Progressed through various purchasing, warehousing and leadership roles.
- Developed and tracked metrics to measure supplier performance and cost savings.
- Contacted location managers and department supervisors to assess requirements.
- Established and maintained accurate records of purchases, pricing and payment terms.

- Negotiated pricing and terms with vendors to secure best value for company.
- Scrutinized purchasing data to identify areas for improvement and cost savings.
- Wrote standard operating procedures for department.
- Hired and trained purchasing staff to improve effectiveness of purchasing operations.
- Implemented policies to reduce cost and eliminate waste.
- Coordinated paperwork, updated spreadsheets, and maintained permanent records.
- Completed monthly profit and loss performance reports.
- Solved diverse supply chain problems involving numerous sources, logistics, and scheduling factors.
- Used Birchstreet to authorize and monitor purchase orders and consumables.
- Used Birchstreet to authorize and monitor purchase orders and consumables.
- Facilitated resolution of vendor disputes and discrepancies.
- Performed monthly reconciliation of open purchasing orders.
- Sourced vendors, built relationships, and negotiated prices.
- Created purchasing policies and procedures that complied with company standards and regulatory requirements.
- Cultivated strong relationships with vendors to maintain and improve levels of customer service.
- Devised and implemented strategies to optimize purchasing processes and reduce costs.
- Monitored and evaluated vendor performance to determine compliance with quality standards.
- Purchased new products and oversaw inventory stocking and availability.
- Reviewed and approved purchase orders and invoices for accuracy and completeness.
- Researched and evaluated potential suppliers to determine best fits for company needs and to identify cost savings opportunities.
- Monitored inventory levels and avoided shortages with timely replenishment of stock.
- Communicated regularly with suppliers to uphold accountability for quality standards and timely delivery of goods.
- Adjusted procedures to maximize department effectiveness.

EDUCATION

1997

GED

White Mountains Regional High School - Whitefield, NH

CERTIFICATIONS

Licensed CRSW

Motivational Interviewing Level I

Narcan Administration

Ethical Considerations for Recovery Coaches

Grandfamilies Leadership Certificate

Standards of Quality for Strengthening and Support

SOS Recovery Facilitator Training

Suicide Prevention for Non-clinical training

Parenting a Second Time Around

Nurturing Parents

ACES 101

Sarah Brown

[REDACTED]

I am a single, hardworking mother of 2. I have acquired many skills through various jobs I have had. I am seeking stable employment with career opportunities to secure stability for my children and myself.

Authorized to work in the US for any employer

Work Experience

Server

The Glen House Hotel - Gorham, NH
April 2022 to October 2022

Bussing tables, side work, serving guests and anticipating needs, taking and delivering accurate orders.

Waitress

Omni Hotels - Bretton Woods, NH
February 2017 to March 2019

Provide friendly and efficient service to guests. Taking orders and delivering food. Engaging with the guests as well.

Hostess

Omni Hotels - Bretton Woods, NH
February 2017 to February 2019

Welcoming and greeting guests. Anticipating guest needs and making reservations.

Education

College in Human Services

White Mountains Community College - Berlin, NH
January 2021 to Present

Highschool diploma

Berlin, NH
August 2007 to June 2011

High school or equivalent

Skills

- microsoft office
- receptionist

- server
- Sales
- Customer Service
- MS Office
- Word
- Organizational Skills
- POS
- Fast learner
- Host/Hostess
- Restaurant Experience
- Cleaning Experience
- Food Service
- Kitchen Experience
- Food Preparation
- Food Safety
- Busser
- Cashiering
- Banquet Experience
- Inventory control
- English
- Retail Sales
- Food Handling
- Cash Handling
- Desktop administration (3 years)
- HIPAA (1 year)
- Protecting patient privacy (1 year)
- Clinical judgment (1 year)
- Communication skills
- Work reliability
- Crisis intervention
- Detail oriented

Certifications and Licenses

Servesafe

December 2017 to December 2022

Serve safe in food handling and alcohol sales.

Food Handler Certification

Assessments

Customer Service Skills — Proficient

December 2018

Measures a candidate's skill in evaluating approaches to customer service & satisfaction.

Full results: Proficient

Call Center Customer Service — Proficient

October 2020

Applying customer service skills in a call center setting

Full results: Proficient

Protecting patient privacy — Proficient

March 2022

Understanding privacy rules and regulations associated with patient records

Full results: Proficient

Work style: Reliability — Proficient

April 2022

Tendency to be reliable, dependable, and act with integrity at work

Full results: Proficient

Case management & social work — Proficient

March 2022

Determining client needs, providing support resources, and collaborating with clients and multidisciplinary teams

Full results: Proficient

Work style: Conscientiousness — Proficient

November 2020

Tendency to be well-organized, rule-abiding, and hard-working

Full results: Proficient

Electronic health records: Best practices — Familiar

August 2020

Knowledge of EHR data, associated privacy regulations, and best practices for EHR use

Full results: Familiar

Clinical judgment — Familiar

April 2022

Assessing a patient's condition and implementing the appropriate medical intervention

Full results: Familiar

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: The Family Resource Center at Gorham - Strength to Succeed

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Kim Mulligan	STS Program Manager	\$46,155.00	\$46,155.00
Amanda Lampron	STS Supervisor	\$43,552.00	\$43,552.00
Mallory Lapointe	Intake Coordinator	\$33,670.00	\$33,670.00
Wendy Conway	Parent Partner	\$31,850.00	\$31,850.00
Elizabeth Lavoie	Parent Partner	\$40,040.00	\$40,040.00
Kim Bennett	Parent Partner	\$39,549.00	\$39,549.00
Robert Vestal	Parent Partner	\$32,760.00	\$32,760.00
Hayley Beroney	Relative Care Support Worker	\$20,518.00	\$39,548.00
Sarah Brown	Parent Partner	\$31,850.00	\$31,850.00

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

Lori A. Weaver
Interim Commissioner

Marie Noonan
Interim Director

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

June 9, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into contracts with the Contractors listed below in an amount not to exceed \$1,858,798 to provide the Strength to Succeed program services to children, parents, and caregivers who are undergoing an assessment or case by the Department and are affected by substance use disorder, mental illness and/or chronic neglect, with the option to renew for up to five (5) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2024. 46% Federal Funds. 54% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Granite Pathways	228900	Claremont Concord Conway Keene Laconia Manchester Rochester Seacoast Southern	\$1,301,000
The Family Resource Center at Gorham	162412	Berlin Littleton	\$557,798
		Total:	\$1,858,798

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide the Strength to Succeed program services to children, birth parents, foster parents, grandparents, other caregivers, siblings, fictive kin, and families who are undergoing an assessment or case by the Department and are affected by a substance use disorder, mental illness and/or chronic neglect. The program focuses on these high-risk populations to address the needs of the caregiver and family through a set of prevention, treatment, and recovery services and supports. The program also provides services to the relatives or kin to assist them in navigating the services and process of being involved with the Department.

Approximately 500 families will be served during State Fiscal Year 2024.

The Contractors will provide accessible, integrated services to reduce and mitigate childhood trauma that results from familial substance use, mental illness concerns and/or chronic neglect. Core components of the Strength to Succeed program include rapid access to treatment for parents within DCYF's reunification timeframe, DCYF Parent Partner peer support, home visiting services, direct prevention services to children to mitigate risk of substance misuse, and caregiver support for relative caregivers and kin of children exposed to occurrences in the home which led to the Department's involvement.

The Department will monitor services by ensuring:

- 80% of families referred to the program receive access to treatment or interim recovery support services within forty-eight (48) hours of referral.
- 100% of families referred to the program that require home visiting services as part of their treatment plan are provided evidence-based home visiting services.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 6, 2023 through March 31, 2023. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

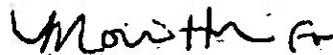
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreements, the parties have the option to extend the agreements for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request children impacted by substance misuse and/or mental illness within their family may not receive the services and targeted prevention services necessary to support their current needs and to assist them with avoiding substance misuse issues themselves. In addition, relative caregivers impacted by familial substance misuse may not receive the services and supports that are necessary to continue to support the children in their families.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2305NH5MAP

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Fiscal Details Sheet

05-95-95-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
OFC MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT 50% Federal,
50% General

Granite Pathways

Vendor # 228900

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	663-500915	Community Based Services	47017002	\$ 1,221,850
			Subtotal	\$ 1,221,850

The Family Resource Center at Gorham

Vendor # 162412

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	563-500915	Community Based Services	47017002	\$ 540,540
			Subtotal	\$ 540,540
			Total	\$ 1,762,390

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES 100% General

Granite Pathways

Vendor # 228900

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	644-504195	State General Funds for Service	42105876	\$ 79,150
			Subtotal	\$ 79,150

The Family Resource Center at Gorham

Vendor # 162412

SFY	Class/Account	Class Title	Job Number	Contract Amount
2024	644-504195	State General Funds for Service	42105876	\$ 17,258
			Subtotal	\$ 17,258
			Total	\$ 96,408

			Contract Total	\$ 1,858,798
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**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFA-2024-DCYF-02-STREN

Project Title Strength to Succeed

	Maximum Points Available	Archways	Granite Pathways	The Family Resource Center at Gorham
Technical				
Ability and Experience (Q1)	50	40	48	45
Organizational Capacity (Q2)	30	21	27	25
Quality Assurance (Q3)	20	12	19	15
TOTAL POINTS	100	73	94	85

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name
1 Cortney Levesque
2 Patrick Parkinson
3 Caroline Racine
4 Kaylynn Trombley

Title
Program Specialist IV
Administrator I
Program Specialist IV
Supervisor IV

Subject: RFA-2024-DCYF-02-STREN-02 Strength to Succeed

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Family Resource Center at Gorham		1.4 Contractor Address 123 Main Street Gorham, NH 03581	
1.5 Contractor Phone Number (603)466-5190	1.6 Account Number 05-95-42-421010-29580000 05-95-95-470010-79480000	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$557,798
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Decisigned by: <i>Patti Stolte</i> Date: 6/8/2023		1.12 Name and Title of Contractor Signatory Patti Stolte Executive Director	
1.13 State Agency Signature Decisigned by: <i>Marie Noonan</i> Date: 6/8/2023		1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Interim Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Aquino</i> On: 6/9/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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, 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 DS
PS
Date 6/8/2023

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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 on July 1, 2023, upon Governor and Council approval ("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 five (5) 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.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor must assist in developing a strong collaboration between divisions within the Department to provide the Strength to Succeed program services to the following individuals affected by substance use disorder, mental illness and/or chronic neglect who are involved with DCYF, including, but not limited to:
 - 1.1.1. Children.
 - 1.1.2. Birth parents.
 - 1.1.3. Foster parents.
 - 1.1.4. Grandparents.
 - 1.1.5. Other caregivers.
 - 1.1.6. Siblings.
 - 1.1.7. Fictive kin.
 - 1.1.8. Families with open DCYF cases (Child Protective Services and applicable Juvenile Justice Services cases).
 - 1.1.9. Families undergoing a DCYF assessment.
- 1.2. The Contractor must provide services to the individuals in Section 1.1. within the following DCYF District Offices service areas:
 - 1.2.1. Berlin.
 - 1.2.2. Littleton.
- 1.3. The Contractor must maintain one (1) point of contact and one (1) alternate contact to receive family referrals from each District Office.
- 1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8:00am to 4:30pm.
- 1.6. The Contractor must create and implement programs to reduce and mitigate childhood trauma by:
 - 1.6.1. Increasing access to and participation in evidence-based home visiting services;
 - 1.6.2. Reducing the child's risk of substance use issues; and
 - 1.6.3. Increasing training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma-informed care so that the workforce is better prepared to

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address the challenges of this population.

- 1.7. The Contractor must engage, educate, and empower parents and primary caregivers in a peer-to-peer model to increase family protective factors and reduce risk factors in order to better support childhood social and emotional needs by:
 - 1.7.1. Fostering positive parent/primary caregiver child attachment;
 - 1.7.2. Increasing parent/primary caregiver knowledge about childhood development and learning;
 - 1.7.3. Increasing resiliency and social connectedness in parents/primary caregivers; and
 - 1.7.4. Educating parents on the topic of trauma for children and the risk continued substance use poses to the child.
- 1.8. The Contractor must establish a centralized referral process for referrals made by the Department.
- 1.9. The Contractor must ensure that families who are referred for services are offered all program components within 24 hours, with the understanding that DCYF involvement has a twelve (12) month timeframe for permanency decisions that can impact a parent's parental rights.
- 1.10. The Contractor must re-offer services a minimum of three (3) times within four (4) weeks of the initial offer to families who decline the initial offer of services, cease to participate, or do not attend a scheduled visit.
- 1.11. The Contractor must implement the Strength to Succeed program with each family for an estimated timeframe of six (6) months. The Department may re-refer families to the program on a case by case basis at times when there are major changes in a case, including but not limited to:
 - 1.11.1. Parental involvement.
 - 1.11.2. Reunification.
 - 1.11.3. Significant change in parenting time.
 - 1.11.4. Change in permanency plan.
- 1.12. The Contractor must collaborate with Department partners to address any issues/barriers that arise including, but not limited to, timely access to treatment and program partner capacity issues, such as program waitlists or lack of treatment provider capacity. Department partners may include, but are not limited to:
 - 1.12.1. Family Resource Centers (FRC).
 - 1.12.2. SUD treatment and Peer Recovery Support service providers.
 - 1.12.3. Community Mental Health Centers (CMHC).

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- 1.13. The Contractor must ensure all participating partners are aware of any Infant Safe Plan of Care (ISPOC) for a child and assist DCYF and the family with fulfilling the ISPOC by having a Parent Partner schedule a call with the identified agencies and workers within the first two (2) weeks of receiving a referral to the Strength to Succeed program.
- 1.14. The Contractor must be familiar with the DCYF Practice Model and Solution-Based Casework (SBC) in order to provide services within these frameworks. More information can be found at <https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/dcyf-practice-model> and <http://www.solutionbasedcasework.com/about/>.
- 1.15. The Contractor must collaborate with the Department on federally-mandated outcome monitoring and de-identified, aggregate data collection for program evaluation and federal reporting purposes.
- 1.16. The Contractor must establish a Needs Assessment and Care Coordination Plan that must be approved by the Department.
- 1.17. The Contractor must collaborate with existing program providers to ensure consistency in practice and enrollment of clients in appropriate programming including, but not limited to:
 - 1.17.1. Understanding past client assessments and utilizing a current assessment process to determine the proper care coordination plan.
 - 1.17.2. Employing a care coordination plan that focuses on the individual's strengths, seeks solutions and builds on success.
 - 1.17.3. Assessing the efficacy of the Care Coordination Plan on an ongoing basis.
- 1.18. The Contractor must establish protocols with the State's regional Doorways providers to ensure the prioritization of the Strength to Succeed referred families in gaining rapid access to treatment.
- 1.19. The Contractor must ensure the client has access to interim services when treatment services are recommended but cannot be provided within forty-eight (48) hours of referral. Interim services are defined as recovery support, a lower American Society of Addiction Medicine (ASAM) Level of Care, or by referral to an agency that has an earlier available opening in the client's service area. This must be accomplished through:
 - 1.19.1. Making referrals to treatment providers who will complete both the evaluation and service and care coordination plan; or
 - 1.19.2. Completing clinical evaluations and service plans through subcontracts with Master Licensed Alcohol and Drug Counselors (MLADC) until such time as a local provider can be located, if there are not treatment providers where the individual resides.

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- 1.20. The Contractor must identify or develop appropriate Strength to Succeed training curriculum and educational materials and deliver associated training, including, but not limited to:
 - 1.20.1. Parenting curriculum for parents and families while in treatment and recovery including, but not limited to:
 - 1.20.1.1. Recovery Curriculum, parenting curriculum of the Contractor, or a similar "sober parenting" curriculum.
 - 1.20.1.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
 - 1.20.2. Prevention messaging focused on young children regarding substance use including, but not limited to:
 - 1.20.2.1. Stages of Child Development.
 - 1.20.2.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
 - 1.20.3. Addiction 101, which the Contractor must develop in collaboration with the DCYF MLADC program and deliver to program partners who are not SUD treatment providers and do not have the basic training already, including DCYF field staff.
 - 1.20.4. DCYF Involvement 101, which the Contractor must develop with DCYF and deliver to clients new to DCYF. DCYF Involvement 101 must include the DCYF Practice Model and how to navigate the child welfare system.
- 1.21. The Contractor must provide DCYF staff with education and consultation around peer recovery supports and overall programming.
- 1.22. The Contractor must develop, conduct, and evaluate pre- and post-tests for the trainings specified in Section 1.20. to assess improvement gained from the training.
- 1.23. The Contractor must utilize the "Strength to Succeed" name when marketing or conducting business for this program.
- 1.24. The Contractor must ensure that all individuals and points of contact who have access to confidential information during the course of providing the services under this Agreement are trained in and maintain the proper process for the handling, storage and transmission of such information.
- 1.25. The Contractor must develop and maintain a file on each family served that includes:
 - 1.25.1. Name.
 - 1.25.2. Date of Birth.

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- 1.25.3. Needs Assessment.
- 1.25.4. Care Coordination Plan.
- 1.25.5. Progress on goals.
- 1.25.6. Documentation of services provided including but not limited to:
 - 1.25.6.1. Type of service provided.
 - 1.25.6.2. Dates of services and discharge.
- 1.26. The Contractor must maintain and ensure the Department and Medicaid have access to the client files for seven (7) years following the completion of the services provided.
- 1.27. **DCYF Parent Partner Program (Peer Recovery Support)**
 - 1.27.1. The Contractor must collaborate with the DCYF Parent Partner Program in order to:
 - 1.27.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 1.27.1.1.1. Developing job descriptions and standards for Parent Partners, the program manager, and supervisory staff.
 - 1.27.1.1.2. Posting the positions on online job boards.
 - 1.27.1.1.3. Seeking referrals for positions from recovery programs, DCYF field staff, area agencies and other networks that are supporting the development of a workforce comprised of people with "lived experience", including agencies running core academies for CRSWs.
 - 1.27.1.2. Develop program oversight and an integrated clinical supervision model for Parent Partners to include regular individual and group supervision by a Master level clinician able to engage staff in reflective supervision. Provide a point of contact and appropriate supervisory oversight at each of the District Offices which shall include, but not be limited to:
 - 1.27.1.2.1. Providing clinical supervision, training and oversight of Parent Partners.
 - 1.27.1.2.2. Training Parent Partners regarding applicable operational policies and procedures including, but not limited to:
 - 1.27.1.2.2.1. Work hours.
 - 1.27.1.2.2.2. Human resources practices

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1.27.1.2.2.3. Health and safety protocols.

- 1.27.2. The Contractor must ensure that the Master level clinician:
- 1.27.2.1. Be licensed by the New Hampshire Board of Mental Health Practice, or Board of Alcohol & Drug Use Professionals, or Board of Nursing, or Board of Psychology or the Board of Medicine to oversee the work of CRSWs, and;
 - 1.27.2.2. Demonstrates approval of Medicaid-covered in home support services by approving and signing the child and family's needs assessment and care coordination plan.
- 1.27.3. The Contractor must train Parent Partners in providing support to families by SUD and/or mental illness which shall include, but not be limited to:
- 1.27.3.1. Select courses of the DCYF Core academy to include DCYF's approach to service delivery and Solutions-Based Casework.
 - 1.27.3.2. Policies and procedures associated with home and community-based work.
- 1.27.4. The Contractor must collaborate with DCYF to establish a recruitment and hiring plan that ensures Parent Partners are co-located in each of the District Offices as an integrated member of the team. The plan must include prioritizing staffing for District Offices based on need and timeframes for staffing remaining District Offices.
- 1.27.5. The Contractor must ensure Parent Partners are adequately trained and supervised to provide peer support and are educated regarding the goals of peer support which include, but are not limited to:
- 1.27.5.1. Instilling hope in families, so parents engage and sustain recovery, and make necessary changes in their lives to safely parent their children.
 - 1.27.5.2. Providing support and promoting self-advocacy, so parents connect to resources.
 - 1.27.5.3. Guide parents in navigating the child welfare system by providing an understanding of the DCYF practice, policies, and regulations, so parents can meet their DCYF case plan/prevention plan goals.
- 1.27.6. The Contractor must collaborate with the recovering community and networks providing CRSW academy to identify Parent Partners who are willing and able to become Certified Recovery Support Workers (CRSWs). Upon obtaining commitment from Parent Partners to become CRSWs, the Contractor must:

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- 1.27.6.1. Support the parent partners in all aspects of certification as outlined by the Office of Professional Licensure and Certification (OPLC) and specified here: <https://www.oplc.nh.gov/board-licensing-alcohol-and-other-drug-use-professionals>.
- 1.27.6.2. Ensure all components necessary for billing for CRSWs are in place in accordance with Rule He-W513.
- 1.27.6.3. Enroll with Medicaid and managed care organizations.
- 1.27.7. The Contractor must ensure staff have direct, personal experience with either their own recovery from a substance use disorder, mental health disorder or prior system experience or that of a family member. Staff must be identified to have the appropriate "Lived Experience" for the population served under the scope of services.
- 1.27.8. The Contractor must ensure staff obtain and maintain State of NH certification as Certified Recovery Support Workers (CRSW) within the first year of employment.
- 1.27.9. The Contractor must ensure staff carry a caseload of no more than 15 clients to allow for a minimum of two (2) hours of service per client per week.
- 1.27.10. The Contractor must identify, select, hire and train a pool of Family Peer Support Specialists (FPSS) to meet the needs of the families serviced in the Provider's catchment area and in accordance with the qualifications specified in the Family Peer Support Competency Framework.
- 1.27.11. The Contractor must ensure that staff who are in recovery have a minimum of two (2) years of sustained recovery in order to provide services.
- 1.27.12. The Contractor must have knowledge of child development to be able to assess needs and develop appropriate care coordination plans.
- 1.27.13. The Contractor must maintain copies of certifications for staff employed as Certified Recovery Support Workers, licenses for Master level Clinicians, including but not limited to MLADC Licenses.
- 1.27.14. The Contractor must notify the Department and the appropriate District Office of any staff changes and share new staff contact information within ten (10) days of the effect of such changes.
- 1.27.15. The Contractor must submit a copy of renewed CRSW and licensed clinicians certifications and licenses to the Department within ten (10) days of receipt from the New Hampshire licensing authority.
- 1.27.16. The Contractor must be certified and maintain enrollment with the NH

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Medicaid Program. Enrollment and Certification with Medicaid will be deemed as meeting enrollment and certification by DCYF provider relations.

1.27.17. The Contractor must initially and on a monthly basis check employees, vendors, and subcontractors for Medicaid fraud, and maintain evidence of the check and must be maintained for the duration of the individuals employment.

1.28. Background Checks

1.28.1. Prior to permitting any individual to provide services under the awarded contract, the Contractor must ensure that said individual has undergone:

1.28.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served, including but not limited to:

1.28.1.1.1. Child pornography; rape or attempt, sexual assault or attempt;

1.28.1.1.2. Conviction for felony physical assault, battery against a child or attempt; and

1.28.1.1.3. Conviction for violent or sexually-related crime against a child or of a crime which shows that the person might pose a threat to a child, such as a violent crime or a sexually-related crime against an adult.

1.28.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under the awarded contract;

1.28.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under the awarded contract.

1.28.1.4. A name search of the US Department of Health and Human Services Office of Inspector General List of Excluded Individual and Entities; and US General Services Administration SAM.gov | Exclusions.

1.29. Home Visiting Programming

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- 1.29.1. The Contractor must provide effective peer supports to relatives and/or caregivers through home visiting programming by the Family Peer Support Specialists to assess needs and create effective care coordination plans.
- 1.29.2. The Contractor must provide or collaborate with other home visiting programs to provide effective home visiting programming to stabilize families to prevent removal or support families who reunified.
- 1.29.3. The Contractor must collaborate with community partners including, but not limited to:
 - 1.29.3.1. Family Resource Centers.
 - 1.29.3.2. Family Support New Hampshire.
 - 1.29.3.3. Thirteen (13) Regional Public Health Networks.
 - 1.29.3.4. Partnership of a Drug Free NH.
 - 1.29.3.5. Communities for Alcohol and Drug-Free Youth (CADY).
 - 1.29.3.6. Raymond Coalition for Youth (RCFY).
- 1.29.4. The Contractor must collaborate with other agencies that provide evidenced-based home visiting programming as outlined in Subsection 1.29.2. and facilitate the continuum of care through strategic partnerships with the State Kinship Navigators Program.
- 1.29.5. The Contractor must collaborate with other community-based agencies to expand their delivery of home visiting programming to open DCYF assessments and cases. Evidenced-based home visiting programming and activities that include, but are not limited to:
 - 1.29.5.1. Providing Ages & Stages Questionnaires, Third Edition Developmental screenings (ASQ-3TM) (More information available at <http://agesandstages.com/products-services/asq3/>).
 - 1.29.5.2. Providing parent education.
 - 1.29.5.3. Providing in-home supports.
 - 1.29.5.4. Providing age and developmentally appropriate Substance Use prevention messages and program curriculums.
 - 1.29.5.5. Assisting families in locating and contacting community supports as needed.
 - 1.29.5.6. Collaborating with DCYF case workers to monitor families' progress and create a shared goal plan for the family.
 - 1.29.5.7. Collaborating with DCYF to identify realistic strategies for supporting families and to build success in reaching family.

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case goals as stated in the Solution Based Case (SBC) Plans.

1.29.5.8. Collaborating with existing Child Welfare Agencies in all District Offices to create referral relationships for Home Visiting Services.

1.29.5.9. Utilizing Healthy Families America as a primary home visiting model and ensuring appropriate and effective modifications are employed for children under the age five (5) being served by home visiting.

1.29.6. The Contractor must use the Adult Adolescent Parenting Inventory (AAPI) I & II to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.

1.30. Additional Relative/Caregiver Support

1.30.1. The Contractor must develop relative caregiver support groups to help reduce caregiver strain and create a natural system of support among relative caregivers. Support groups must be accessible to all District Office covered catchment areas and based on areas of high need.

1.30.2. The Contractor must recruit and train Family Peer Support Specialists or Parent Partners to act as group facilitators.

1.30.3. The Contractor must collaborate with DCYF to ensure relative/caregivers are informed of supports including, but not limited to:

1.30.3.1. Resource Guides and supports offered by DCYF to relatives.

1.30.3.2. Relative caregiver support groups in their area.

1.30.3.3. Other community resources to help support the caregiver and the child, and reduce caregiver strain.

1.30.4. The Contractor must provide the Parenting a Second Time Around (PASTA) curriculum for grandparents who are caring for a minor grandchild which shall include, but is not limited to:

1.30.4.1. Providing no fewer than four (4) workshops on relevant topics which may include, but are not limited to:

1.30.4.1.1. Child development.

1.30.4.1.2. Discipline and guidance.

1.30.4.1.3. Personal care.

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1.30.4.1.4. Raising teenagers.

1.30.4.1.5. An overview of support services.

1.30.4.1.6. Legal issues.

1.30.4.2. Providing individual counseling for relative caregivers, including grandparents, kin and fictive kin.

1.30.4.3. Providing the "A Resource Guide for New Hampshire Relative Caregivers" pamphlet (<https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/foster-care/relative-care-and-kinship-care>) to relatives/ caregivers, including grandparents or other resources to help them navigate services or other with similar information.

1.30.5. The Contractor must educate relatives/caregivers on how to interact with children in a developmentally-appropriate manner regarding parental substance use disorder and how to prevent addiction in their own lives. The education provided will include, but is not limited to:

1.30.5.1. Strategies regarding preventing addiction in their own lives.

1.30.5.2. Strategies to reinforce healthy, pro-social behaviors.

1.30.5.3. Examples of rewards or reinforcements.

1.30.5.4. Strategies for managing the effects of a parent with SUD and/ or mental health concerns.

1.30.5.5. Making connections with appropriate community supports and resources.

1.31. Parent and Child Substance Use Education

1.31.1. The Contractor must provide parent and child substance use education using the Nurturing Parenting program <http://www.nurturingparenting.com/>, which includes, but is not limited to:

1.31.1.1. Training all relevant staff in the Nurturing Parenting program.

1.31.1.2. Providing education in a variety of settings including in single or co-facilitated group settings.

1.31.1.3. Modifying the education for individuals and families not yet ready for a group setting.

1.31.1.4. Collaborating with the family resource centers to leverage current services. For example, a vendor may collaborate with the Greater Tilton Area Family Resource Center to offer

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aspects of Forever Hope's Training for Families Affected by Substance Use or a similar curriculum.

1.32. Other Requirements

- 1.32.1. The Contractor must develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the resulting contract that describes the process for ensuring the completion of all aspects of the Scope of Services to staff and Program and to continue to effectively implement Strength to Succeed.
- 1.32.2. The Contractor must participate in individual meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.32.3. The Contractor must participate in program-wide meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.32.4. The Contractor must ensure staff participate in training as required by the Department.

1.33. Reporting

- 1.33.1. The Contractor must submit monthly reports within ten (10) days of the close of the reporting period, which include, but are not limited to:
 - 1.33.1.1. Number of families currently involved in Strength to Succeed.
 - 1.33.1.2. Number of Strength to Succeed "slots" available (based on capacity as determined by caseloads and number of staff).
 - 1.33.1.3. Number of families offered Strength to Succeed (referral data).
 - 1.33.1.4. Number and percentage of families contacted within 24 hours of referral.
 - 1.33.1.5. Number and percentage of families who enroll in Strength to Succeed.
 - 1.33.1.6. Number and percentage of families receiving recovery supports.
 - 1.33.1.7. Number and percentage of families with a completed needs assessment.
 - 1.33.1.8. Number and percentage of families entering treatment when needed and appropriate.
 - 1.33.1.9. Number and percentage of families with a completed plan of

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Strength to Succeed**

EXHIBIT B

"care coordination" on file.

- 1.33.1.10. Number and percentage of families who meet their care coordination goals.
- 1.33.1.11. Number and percentage of families who are successfully connected to ongoing supports.
- 1.33.1.12. Number and percentage of families reporting finding healing and empowerment as a result of peer support (from family satisfaction survey).
- 1.33.1.13. Number and percentage of assessments closed without further DCYF involvement.
- 1.33.1.14. Number and percentage of parents who reunify with the children.
- 1.33.2. The Contractor must submit monthly narrative reports to the Department including a summary of project progress, barriers met and addressed, and general aggregate information regarding the families served by the program. The aggregate information must include, but is not limited to:
 - 1.33.2.1. Primary drug of choice for family members.
 - 1.33.2.2. General treatment access information for family members.
 - 1.33.2.3. Number and ages of children served by program.
 - 1.33.2.4. Date of enrollment in program.
 - 1.33.2.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
 - 1.33.2.6. Change in the living status of each child.
 - 1.33.2.7. Number of provider organizations providing direct services as listed in the scope of service.
 - 1.33.2.8. Number of parent partners hired and the district offices covered.
- 1.33.3. The Contractor must collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.
- 1.33.4. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

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1.33.4.1. 80% of families referred to the program receive access to treatment or interim recovery support services within forty-eight (48) hours of referral.

1.33.4.2. 100% of families referred to the program that require home visiting services as part of their treatment plan are provided evidence-based home visiting services.

1.33.5. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. 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.

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

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- 3.3.1. 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
- 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 3.4. Operation of Facilities: Compliance with Laws and Regulations**
- 3.4.1. 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.

4. Records

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

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Strength to Succeed**

EXHIBIT B

- 4.1.1. 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.
- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. 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.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5. Privacy Impact Assessment

- 5.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 5.1.1. How PII is gathered and stored;
 - 5.1.2. Who will have access to PII;
 - 5.1.3. How PII will be used in the system;

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EXHIBIT B

- 5.1.4. How individual consent will be achieved and revoked; and
 - 5.1.5. Privacy practices.
 - 5.2. 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.
- 6. Department Owned Devices, Systems and Network Usage**
- 6.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, the Contractor must:
 - 6.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 6.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 6.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 6.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 6.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 6.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 6.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
 - 6.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

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EXHIBIT B

6.1.9. Agree when utilizing the Department's email system:

- 6.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
- 6.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 6.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

6.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

- 6.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 6.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 6.1.10.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 6.1.10.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 6.1.10.5. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

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EXHIBIT B

6.1.11. Workspace Requirement

6.1.11.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

7. Contract End-of-Life Transition Services

7.1. General Requirements

7.1.1. If applicable, upon termination or expiration of the Contract 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). The Department shall provide the DTP template to the Contractor.

7.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users 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 any 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 and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

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

7.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

7.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms

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and conditions remain in effect until the Data Transition is accepted as complete by the Department.

7.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

7.2. Completion of Transition Services

7.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

7.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

7.3. Disagreement over Transition Services Results

7.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8. Website and Social Media

8.1. The Contractor agrees that if performance of services on behalf of the Department involve using social media or a website for marketing to solicit information of individuals, or Confidential data, the Vendor must work with the Department's Communications 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.

8.2. The Contractor agrees protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all

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EXHIBIT B

applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

8.3. State of New Hampshire's Website Copyright

8.3.1.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 42% Federal funds, Medicaid Entitlement, as awarded on 10/1/2022, by the US Department of Health and Human Services, Centers for Medicare & Medicaid Services, ALN 93.778, FAIN 2305NH5MAP.
 - 1.2. 58% 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. Flex Funding
 - 3.1. For the purpose of this agreement, the Department shall allocate flexible funding to the Contractor agency to fulfill the work described Exhibit B, Scope of Work.
 - 3.2. Payment for flexible funding shall be on a cost reimbursement basis as follows:
 - 3.2.1. \$13,100 in State Fiscal Year 2024 of the contract.
 - 3.3. The Contractor shall not utilize flexible funds prior to meeting with the client for the initial point of contact.
 - 3.4. The Contractor shall manage flexible fund allocations in a manner consistent with Exhibit B, Scope of Work, and shall have the ability to vary the amount of flex funds spent to support each family (e.g., some families can receive \$100 and others can receive \$150 or any other amount needed to support the family) as deemed appropriate by the Contractor. If the identified flexible funds need is higher than \$500 per client, the Contractor will consult with the Department prior to funding the need.
 - 3.5. The Department reserves the right to request and the Contractor shall provide information on the following:
 - 3.5.1. What families benefited from flexible fund purchases;
 - 3.5.2. How much was spent per family (both average and individual families); and
 - 3.5.3. Identified need that the flexible funds were used for.
4. Daily Rate
 - 4.1. For the purpose of this agreement, a daily rate shall be paid in the amount of \$38.50 for every fifteen (15) minute increment of services (units) provided per client (family).

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EXHIBIT C

- 4.2. Payment shall be on a monthly basis and follow a process determined by the Department.
- 4.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:
\$544,698
- 4.4. The Contractor shall submit non-clinical expenses via the Website: <https://business.nh.gov/beb/PaQes/Index.asDx>.
- 4.5. The Contractor shall bill the appropriate funding sources in accordance with standard billing procedures in both NH Medicaid and DCYF. The Contractor shall submit NH Medicaid expenses via the Website below:
<https://www.nhmmis.nh.gov/>
5. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
6. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 7.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

New Hampshire Department of Health and Human Services
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EXHIBIT C

8. 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.
9. 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.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.
 - 12.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

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Strength to Succeed**

EXHIBIT C

shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

12.4. In addition to, and not in any way in limitation of obligations of the 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.

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Vendor Name: The Family Resource Center at Gorham

6/8/2023

Date

DocuSigned by:

Patti Stolte

Name: Patti Stolte

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: The Family Resource Center at Gorham

6/8/2023

Date

DocuSigned by:

 Name: PATTY Stolte
 Title: Executive Director

Vendor Initials 
 Date 6/8/2023

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 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: The Family Resource Center at Gorham

6/8/2023

Date

DocuSigned by:
Patti Stolte
Name: PATTY Stolte
Title: Executive Director

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PS
Contractor Initials
Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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PS

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: The Family Resource Center at Gorham

6/8/2023

Date

DocuSigned by:

Patti Stolte

Name: Patti Stolte

Title: Executive Director

Exhibit G

Contractor Initials

PS

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: The Family Resource Center at Gorham

6/8/2023

Date

DocuSigned by:

Patti Stolte

Name: Patti Stolte

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials PS

Date 6/8/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

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Contractor Initials

Date 6/8/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials

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Date 6/8/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/8/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The Family Resource Center at Gorham

The State of:

Name of the Contractor

Marie Noonan

Patti Stolte

Signature of Authorized Representative

Signature of Authorized Representative

Marie Noonan

Patti Stolte

Name of Authorized Representative
DCYF Interim Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/8/2023

6/8/2023

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: The Family Resource Center at Gorham

6/8/2023

Date

DocuSigned by:

Patti Stolte

Name: Patti Stolte

Title: Executive Director

Contractor Initials

PS

Date 6/8/2023



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: MBDNW2MA2073

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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

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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

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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

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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.).

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

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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/doi/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.

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- 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

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- 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