



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

Lori A. Weaver
Commissioner

Marle Noonan
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 4, 2025

Her Excellency, Governor Kelly A. Ayotte
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 a **Retroactive** amendment to an existing contract with A Second Chance, Inc. d/b/a A Second Chance - New Hampshire (VC#455390), Pittsburgh, PA, to make necessary adjustments to the contract budgets to allow the Contractor to be reimbursed for necessary, allowable expenses incurred in the fulfillment of the required services, with no change to the price limitation of \$3,630,121, and no change to the contract completion date of June 30, 2025, effective retroactive to January 1, 2024, upon Governor and Council approval. 30% Federal Funds. 70% General Funds.

The original contract was approved by Governor and Council on June 28, 2023, item #32.

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

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD- FAMILYSERVICES 50% FEDERAL 50% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	103-502507	Contracts for Opr Svc	42107380	\$874,530	-\$52,745	\$821,785
2025	103-502507	Contracts for Opr Svc	42107380	\$874,530	\$52,745	\$927,275
			Subtotal	\$1,749,060	\$0	\$1,749,060

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD- FAMILYSERVICES 100% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	103-502507	Contracts for Opr Svc	42107381	\$756,531	-\$52,745	\$703,786
2025	103-502507	Contracts for Opr Svc	42107381	\$874,530	\$52,745	\$927,275
			Subtotal	\$1,631,061	\$0	\$1,631,061

05-95-042-421010-29740000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, ADOPTION SERVICES 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	42107403	\$250,000	\$0	\$250,000
			Subtotal	\$250,000	\$0	\$250,000
			Total	\$3,630,121	\$0	\$3,630,121

EXPLANATION

The Contractor provides a Kinship Care Program under this contract as an out-of-home placement option for children that successfully meets their need for safety, permanency and well-being. This request is **Retroactive** to adjust the contract budgets retroactive to January 1, 2024, and allow the Contractor to be reimbursed for expenses, including staff development, meetings, telecommunications, postage, and marketing incurred in the fulfillment of the agreement, with no change to the contract price limitation or expiration date. The Department required additional time to review and confirm the expenses were fully allowable and consistent with the requirements of the scope of services, at which time the need for this amendment was identified.

Because these specific expenses were initially unanticipated, the contract budgets did not include the specific budget line items needed reimburse the Contractor these expenses. This amendment is therefore required to adjust to the budget to include the additional line items.

Should the Governor and Council not authorize this request the Department will be unable to reimburse the Contractor for expenses incurred in the fulfillment of this agreement.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
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Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.658, FAIN #2301 NHFOST,
#93.603, FAIN #2001NHAIPP.

Respectfully submitted,



for Lori A. Weaver
Commissioner

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

This Amendment to the Kinship Care Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and A Second Chance, Inc. d/b/a A Second Chance -New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #32), 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. Modify Exhibit C, Payment Terms; Section 3., to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget Sheet – Amendment #1 through Exhibit C-2, Budget Sheet – Amendment #1.
2. Modify Exhibit C-1, Budget Sheet, by replacing it in its entirety with Exhibit C-1, Budget Sheet – Amendment #1, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C-2, Budget Sheet, by replacing it in its entirety with Exhibit C-2, Budget Sheet – Amendment #1, which is attached hereto and incorporated by reference herein.

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

5/21/2025

Date

DocuSigned by:

Marie Noonan

Name: Marie Noonan

Title: DCYF Director

A Second Chance Inc. d/b/a
A Second Chance - New Hampshire

5/21/2025

Date

DocuSigned by:

Dr. Sharon McDaniel

Name: Dr. Sharon McDaniel

Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/23/2025

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:

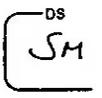
Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>A Second Chance, Inc. d/b/a A Second Chance - New Hampshire</u> Budget Request for: <u>Kinship Navigation</u> Budget Period <u>July 1, 2023 - June 30, 2024</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item:	Program Cost - Funded by DHHS
1. Salary & Wages	\$ 920,377
2. Fringe Benefits	\$ 224,130
3. Consultants	\$ 121,361
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ 18,000
5.(a) Supplies - Educational	\$ -
5.(b) Supplies - Lab	\$ -
5.(c) Supplies - Pharmacy	\$ -
5.(d) Supplies - Medical	\$ -
5.(e) Supplies Office	\$ 18,000
6. Travel	\$ 165,192
7. Software	\$ 12,000
8. (a) Other - Marketing/Communications	\$ -
8. (b) Other - Education and Training	\$ -
8. (c) Other - Other (specify below)	
Client Sundries	\$ 12,000
Client Clearances	\$ 6,000
Office Rental	\$ 65,000
Insurance	\$ 40,000
Staff Development	\$ 1,000
Meeting and Seminars	\$ 3,500
Telecommunication	\$ 5,600
Postage and Delivery	\$ 3,000
Advertising and Promotion	\$ 632
9. Subrecipient Contracts	\$ -
Total Direct Costs	\$ 1,615,792
Total Indirect Costs	\$ 159,779
TOTAL	\$ 1,775,571

Contractor Initials OS
SM

Date 5/21/2025

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>A Second Chance, Inc.</u> Budget Request for: <u>Kinship Navigation</u> Budget Period <u>July 1, 2024 - June 30, 2025</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$ 952,087
2. Fringe Benefits	\$ 228,685
3. Consultants	\$ 124,738
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ 18,000
5.(a) Supplies - Educational	\$ -
5.(b) Supplies - Lab	\$ -
5.(c) Supplies - Pharmacy	\$ -
5.(d) Supplies - Medical	\$ -
5.(e) Supplies Office	\$ 18,000
6. Travel	\$ 148,219
7. Software	\$ 20,000
8. (a) Other - Marketing/Communications	\$ -
8. (b) Other - Education and Training	\$ -
8. (c) Other - Other (specify below)	
<i>Client Sundries</i>	\$ 12,000
<i>Client Clearances</i>	\$ 6,600
<i>Office Rental</i>	\$ 66,000
<i>Insurance</i>	\$ 40,000
<i>Staff Development</i>	\$ 7,500
<i>Meeting and Seminars</i>	\$ 5,500
<i>Telecommunication</i>	\$ 35,262
<i>Postage and Delivery</i>	\$ 3,000
<i>Advertising and Promotion</i>	\$ 2,000
9. Subrecipient Contracts	\$ -
Total Direct Costs	\$ 1,687,591
Total Indirect Costs	\$ 166,959
TOTAL	\$ 1,854,550


 Contractor Initials

Date 5/21/2025

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 A SECOND CHANCE, INC. is a Pennsylvania Nonprofit Corporation registered to do business in New Hampshire as A SECOND CHANCE-NEW HAMPSHIRE on February 14, 2023. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 923613

Certificate Number: 0006240855



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State



Business Name : A SECOND CHANCE-NEW HAMPSHIRE

Business ID : 923613

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Nonprofit Report Year
0006116860	02/14/2023	02/14/2023	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
A SECOND CHANCE-NEW HAMPSHIRE	923614	Active

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
Roseanne Casciato	Treasurer
Sharon L. McDaniel	President
Sharon L. McDaniel	Secretary
Lisa Holt	Chairman of the Board of Directors

CERTIFICATE OF AUTHORITY

I, LISA A. HOLT, 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 A Second Chance, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 21, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sharon L. McDaniel, President and CEO (may list more than one person)
Name and Contract Signatory

is duly authorized on behalf of A Second Chance, Inc. 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: 5/21/2025

Lisa A Holt
Signature of Elected Officer
Name: LISA A HOLT
Title: Chair, A Second Chance, Board of Dir.



Sharon L. McDaniel, MPA, Ed.D.
president & ceo

Mission Statement

To strengthen and preserve healthy kinship families for children.

Vision Statement

To be the nation's foremost thought leader on kinship care and premier provider of the highest-quality kinship care services to the triad; to give all youth the opportunity to grow into responsible adults; a world where abuse and addiction cycles are broken.

Mantra

Every child touched by A Second Chance, Inc., has a right to be safe and must thrive.

Operating Values

Providing service with conviction, dignity, respect and honesty.

Corporate

8350 Frankstown Avenue
Pittsburgh PA 15221

TEL 412.342.0600
FAX 412.342.0402

Regional

1341 North Delaware Avenue-Suite 101
Philadelphia PA 19125

TEL 215.564.0790
FAX 215.564.0652

asecondchance-kinship.com



The official registration and financial information of A Second Chance, Inc. may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement.

A Second Chance, Inc. and Affiliate

Consolidated Financial Statements

**Years Ended June 30, 2022 and 2021
with Independent Auditor's Report**

MaherDuessel

Pursuing the profession while promoting the public good
www.md-cpas.com

A SECOND CHANCE, INC. AND AFFILIATE

YEARS ENDED JUNE 30, 2022 AND 2021

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MaherDuessel

Independent Auditor's Report

**Board of Directors
A Second Chance, Inc. and Affiliate**

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of A Second Chance, Inc. and Affiliate (Organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization, 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 Consolidated Financial Statements

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

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

Board of Directors
A Second Chance, Inc. and Affiliates
Independent Auditor's Report
Page 2

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

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

In performing an audit in accordance with 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 the Organization'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 the Organization'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.

Maher Duessel

Pittsburgh, Pennsylvania
November 14, 2022

A SECOND CHANCE, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

Assets	2022	2021
Current assets:		
Cash and cash equivalents	\$ 421,316	\$ 721,778
Accounts receivable, net:		
Allegheny County Department of Human Services	1,838,363	2,334,771
Philadelphia Department of Human Services	2,227,658	1,801,457
Delaware County Department of Human Services	28,230	49,075
Allegheny Statewide Adoption Network	50,150	68,950
Philadelphia Statewide Adoption Network	881,404	710,100
Other	152,385	140,083
Due from related party	3,822	3,822
Program service advances, net	94,141	70,246
Donated inventory	5,703	5,703
Prepaid expenses	276,556	99,934
	5,979,728	6,005,919
Property and equipment, net	2,751,933	2,823,911
Other assets	10,925	10,925
Total Assets	\$ 8,742,586	\$ 8,840,755

(Continued)

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

A SECOND CHANCE, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2022 AND 2021

(Continued)

	2022	2021
Liabilities and Net Assets		
Liabilities:		
Current liabilities:		
Accounts payable	\$ 1,538,344	\$ 1,969,165
Line of credit	1,616,954	1,124,526
Payroll withholdings	11,658	18,651
Accrued salaries and benefits	1,401,855	1,545,459
	4,568,811	4,657,801
Net Assets:		
Without donor restrictions:		
Board-designated	231,000	231,000
Net investment in property and equipment	2,751,933	2,823,911
Undesignated	1,087,989	1,109,647
	4,070,922	4,164,558
With donor restrictions	102,853	18,396
	4,173,775	4,182,954
Total Liabilities and Net Assets	\$ 8,742,586	\$ 8,840,755

(Concluded)

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

A SECOND CHANCE, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Allegheny County Department of Human Services	\$ 17,105,313	\$ -	\$ 17,105,313
Philadelphia Department of Human Services	15,196,668	-	15,196,668
Delaware County Department of Human Services	3,000	-	3,000
Allegheny Statewide Adoption Network	399,265	-	399,265
Philadelphia Statewide Adoption Network	1,763,653	-	1,763,653
National programs	159,776	-	159,776
Contributions and other income	297,257	165,100	462,357
	<u>34,924,932</u>	<u>165,100</u>	<u>35,090,032</u>
Total net assets released from restrictions	80,643	(80,643)	-
	<u>35,005,575</u>	<u>84,457</u>	<u>35,090,032</u>
Expenses:			
Program services:			
Allegheny County point of contact kinship care	11,004,896	-	11,004,896
Allegheny County kinship navigator	1,314,966	-	1,314,966
Allegheny County HIU Program	531,640	-	531,640
Allegheny County summer camps	220,112	-	220,112
Allegheny County CARES funding	-	-	-
Allegheny County respite program	358,072	-	358,072
Philadelphia Department of Human Services kinship	11,359,583	-	11,359,583
Philadelphia kinship emergency response	79,939	-	79,939
Philadelphia general foster care	298,208	-	298,208
Philadelphia family group decision making	77,130	-	77,130
Philadelphia family finding	129,871	-	129,871
Delaware County family group decision making	723	-	723
Allegheny Statewide Adoption Network	256,228	-	256,228
Philadelphia Statewide Adoption Network	1,252,423	-	1,252,423
Other programs	301,630	-	301,630
National programs	195,356	-	195,356
	<u>27,380,777</u>	<u>-</u>	<u>27,380,777</u>
Total program services	<u>27,380,777</u>	<u>-</u>	<u>27,380,777</u>
General and administrative	7,718,434	-	7,718,434
	<u>35,099,211</u>	<u>-</u>	<u>35,099,211</u>
Total expenses	<u>35,099,211</u>	<u>-</u>	<u>35,099,211</u>
Change in Net Assets	(93,636)	84,457	(9,179)
Net Assets:			
Beginning of year	4,164,558	18,396	4,182,954
End of year	<u>\$ 4,070,922</u>	<u>\$ 102,853</u>	<u>\$ 4,173,775</u>

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

A SECOND CHANCE, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:			
Allegheny County Department of Human Services	\$ 19,688,076	\$ -	\$ 19,688,076
Philadelphia Department of Human Services	18,967,709	-	18,967,709
Delaware County Department of Human Services	45,075	-	45,075
Allegheny Statewide Adoption Network	302,296	-	302,296
Philadelphia Statewide Adoption Network	920,324	-	920,324
National programs	69,263	-	69,263
Contributions and other income	396,231	-	396,231
	<u>40,388,974</u>	<u>-</u>	<u>40,388,974</u>
Total net assets released from restrictions	165,600	(165,600)	-
Total revenues	<u>40,554,574</u>	<u>(165,600)</u>	<u>40,388,974</u>
Expenses:			
Program services:			
Allegheny County point of contact kinship care	13,703,609	-	13,703,609
Allegheny County kinship navigator	947,345	-	947,345
Allegheny County HIU Program	391,339	-	391,339
Allegheny County summer camps	107,775	-	107,775
Allegheny County CARES funding	2,098,421	-	2,098,421
Allegheny County respite program	-	-	-
Philadelphia Department of Human Services kinship	12,803,647	-	12,803,647
Philadelphia kinship emergency response	126,389	-	126,389
Philadelphia general foster care	1,424,326	-	1,424,326
Philadelphia family group decision making	47,402	-	47,402
Philadelphia family finding	426,426	-	426,426
Delaware County family group decision making	36,658	-	36,658
Allegheny Statewide Adoption Network	270,937	-	270,937
Philadelphia Statewide Adoption Network	733,913	-	733,913
Other programs	427,776	-	427,776
National programs	64,947	-	64,947
Total program services	<u>33,610,910</u>	<u>-</u>	<u>33,610,910</u>
General and administrative	<u>6,780,850</u>	<u>-</u>	<u>6,780,850</u>
Total expenses	<u>40,391,760</u>	<u>-</u>	<u>40,391,760</u>
Change in Net Assets	162,814	(165,600)	(2,786)
Net Assets:			
Beginning of year	<u>4,001,744</u>	<u>183,996</u>	<u>4,185,740</u>
End of year	<u>\$ 4,164,558</u>	<u>\$ 18,396</u>	<u>\$ 4,182,954</u>

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

A SECOND CHANCE, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
 YEAR ENDED JUNE 30, 2022

	Allegheny County POC Kinship Care	Allegheny County Kinship Navigator	Allegheny County HRJ Program	Allegheny County Summer Camps	Allegheny County Care Funding	Allegheny County Respite Program	Philadelphia Department of Human Services	Philadelphia Insuble Emergency Response	Philadelphia General Foster Care	Philadelphia Family Group Decision Making	Philadelphia Family Finding	Delaware County Family Group Decision Making	Allegheny Statewide Adoption Network	Philadelphia Statewide Adoption Network	Other Programs	National Programs	General and Administrative	Total
Personnel:																		
Salaries and wages	\$ 3,750,707	\$ 1,036,539	\$ 430,427	\$ 31,542	\$ -	\$ 196,587	\$ 2,790,432	\$ -	\$ 107,199	\$ 48,642	\$ 108,271	\$ 603	\$ 54,439	\$ 354,496	\$ 139,224	\$ 75,447	\$ 3,366,259	\$ 12,490,814
Employee benefits	754,444	210,126	81,374	-	-	40,517	556,701	-	21,386	9,705	21,600	120	10,861	70,723	27,341	15,052	685,843	2,505,795
Purchased personnel services	106,477	-	-	-	-	36,473	-	-	-	-	-	-	-	-	-	-	72,516	215,466
Staff development	875	140	-	-	-	-	-	-	-	-	-	-	-	-	-	608	43,115	46,738
Total personnel	4,612,503	1,246,805	511,801	31,542	-	273,577	3,347,135	-	128,585	58,347	129,871	723	65,300	425,219	166,565	91,107	4,169,733	15,258,813
Operating:																		
Rent and occupancy	15	-	-	-	-	14,928	-	-	-	-	-	-	-	-	20,504	-	680,303	715,750
Supplies - direct	7,170	99	-	-	-	15,977	-	-	-	-	-	-	88	16	-	1,675	62,954	87,979
Communications	8,555	-	-	-	-	-	-	-	-	-	-	-	-	-	54	-	276,378	284,987
Travel	244,848	56,414	2,573	304	-	10,249	-	-	72	-	-	-	1,425	2,342	1,827	7,445	126,526	454,025
Equipment rental, repair, and maintenance	23,801	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	458,319	482,120
Equipment expense	41	-	-	-	-	1,000	-	-	-	-	-	-	-	-	-	-	5,407	6,448
Foster parents - board payments	5,967,802	-	-	-	-	26,157	8,007,582	79,939	169,623	-	-	-	-	-	89,035	-	-	14,339,538
Other program expenses	1,081	2,001	-	188,266	-	9,805	-	-	-	-	-	-	-	5,074	-	-	1,726	207,755
Foster parents - clothing	38,748	-	-	-	-	298	-	-	-	-	-	-	-	-	300	-	99	39,445
Foster parents - sundry expenses	31,848	183	-	-	-	1,212	4,116	-	-	-	-	-	-	-	16,348	-	1,099	54,806
Professional services	26,540	-	17,266	-	-	1,853	-	-	-	18,555	-	-	189,415	819,647	4,355	28,785	892,780	2,001,196
Postage and shipping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	20,208	20,233
Dues and subscriptions	4,361	-	-	-	-	-	-	-	-	-	-	-	-	129	-	2,152	248,256	254,894
Meetings and seminars	37,783	-	-	-	-	1,716	-	-	156	-	-	-	-	-	2,642	1,167	27,367	70,331
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	434,087	434,087
Donation and transfers to foundation	-	-	-	-	-	-	750	-	-	-	-	-	-	-	-	-	-	3,135
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63,000	486	63,486
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77,663	77,663
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total operating	6,392,393	58,699	19,839	188,570	-	84,495	8,012,448	79,939	169,623	18,783	-	-	190,928	827,204	135,065	104,249	3,316,793	19,599,028
Depreciation and amortization	-	9,462	-	-	-	-	-	-	-	-	-	-	-	-	-	-	231,908	241,370
Total expenses	11,004,896	1,314,966	531,640	220,112	-	358,072	11,359,583	79,939	298,208	77,130	129,871	723	256,228	1,252,423	301,630	195,356	7,718,434	35,099,211
General and administration allocation	3,297,833	131,053	45,540	-	-	32,766	3,531,347	-	127,979	58,071	129,758	720	87,350	423,213	41,681	11,623	(7,718,434)	-
Total	\$ 14,302,729	\$ 1,446,019	\$ 577,180	\$ 220,112	\$ -	\$ 390,838	\$ 14,690,930	\$ 79,939	\$ 426,187	\$ 135,201	\$ 259,629	\$ 1,443	\$ 343,578	\$ 1,675,636	\$ 343,311	\$ 206,979	\$ -	\$ 35,099,211

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

A SECOND CHANCE, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
 YEAR ENDED JUNE 30, 2021

	Allegheny County POC Kinship Care	Allegheny County Kinship Navigator	Allegheny County HRI Program	Allegheny County Summer Camps	Allegheny County Cares Funding	Allegheny County Respite Program	Philadelphia Department of Human Services	Philadelphia Kinship Emergency Response	Philadelphia General Foster Care	Philadelphia Family Group Decision Making	Philadelphia Family Finding	Delaware County Family Group Decision Making	Allegheny Statewide Adoption Network	Philadelphia Statewide Adoption Network	Other Programs	National Programs	General and Administrative	Total
Personnel:																		
Salaries and wages	\$ 5,496,756	\$ 740,038	\$ 380,930	\$ 27,684	\$ 85,741	\$ -	\$ 2,141,157	\$ -	\$ 1,016,620	\$ 31,647	\$ 353,492	\$ 28,544	\$ 88,989	\$ 466,664	\$ 214,446	\$ 25,411	\$ 2,654,014	\$ 13,702,133
Employee benefits	1,171,905	153,876	52,705	-	-	-	441,774	-	209,754	6,530	72,934	5,889	18,361	96,284	44,246	5,243	550,804	2,830,305
Purchased personnel services	61,309	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	71,891	83,700
Staff development	2,694	-	300	-	-	-	-	-	-	-	-	-	-	-	-	2,615	63,849	69,458
Total personnel	6,732,664	893,914	383,935	27,684	85,741	-	2,582,931	-	1,226,374	38,177	426,426	34,433	107,350	562,948	258,692	33,269	3,290,558	16,685,096
Operating:																		
Rent and occupancy	21,294	-	-	-	-	-	-	-	-	-	-	-	-	-	28,992	-	633,724	684,010
Supplies - direct	33,754	31	33	-	4,636	-	-	-	-	-	-	-	300	123	-	2,136	54,447	95,450
Communications	4,087	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	273,426	277,513
Travel	239,224	20,987	109	26	210	-	-	-	-	-	-	-	262	1,550	2,964	-	57,975	323,307
Equipment rental, repair, and maintenance	34,622	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	459,830
Equipment expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41,238
Foster parents - board payments	6,457,466	-	-	-	2,007,610	-	10,204,709	126,101	197,686	-	-	-	-	-	91,835	-	5,019	19,090,426
Other program expenses	13,297	-	-	-	-	-	16,130	88	66	-	-	-	-	-	-	-	-	150,051
Foster parents - clothing	43,970	2,194	98	80,065	-	-	-	200	-	-	-	-	-	5,757	22	-	2,202	32,234
Foster parents - sundry expenses	27,597	27,000	-	-	-	-	-	-	300	-	-	-	-	-	-	-	-	73,127
Professional services	71,233	-	5,620	-	234	-	765	-	-	9,225	-	2,225	163,025	161,978	2,955	25,708	588,504	1,042,473
Postage and shipping	31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	26,773	26,804
Dues and subscriptions	5,029	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,834	293,278	301,141
Meetings and seminars	22,920	20	1,554	-	-	-	-	-	-	-	-	-	-	(443)	149	-	43,420	67,620
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	394,005	394,005
Donation and transfers to foundation	2,085	-	-	-	-	-	542	-	-	-	-	-	-	-	-	-	60,914	63,541
Bad debt expense	(5,774)	-	-	-	-	-	(1,430)	-	-	-	-	-	-	-	39,965	1,000	171,493	205,254
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80,448	80,448
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,139	14,139
Total operating	6,970,945	50,232	7,404	80,091	2,012,680	-	10,220,716	126,389	197,952	9,225	-	2,225	163,587	170,965	169,084	31,678	3,241,242	23,454,415
Depreciation and amortization	-	3,199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	249,250	252,449
Total expenses	13,703,609	947,345	391,339	107,775	2,098,421	-	12,803,647	126,389	1,424,326	47,402	426,426	36,658	270,937	733,913	427,776	64,947	6,780,850	40,391,760
General and administration allocation	2,272,538	91,815	37,552	-	-	-	4,085,961	(185)	15,285	44,407	378,961	10,409	10,954	-	51,449	10,954	(6,780,100)	-
	\$ 15,976,147	\$ 1,039,160	\$ 428,891	\$ 107,775	\$ 2,098,421	\$ -	\$ 16,889,608	\$ 126,204	\$ 1,439,611	\$ 91,809	\$ 351,387	\$ 47,067	\$ 281,891	\$ 733,913	\$ 479,225	\$ 75,901	\$ 30,750	\$ 40,391,760

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

A SECOND CHANCE, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF CASH FLOWS**

YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
Cash Flows From Operating Activities:		
Change in net assets	\$ (9,179)	\$ (2,786)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	241,370	252,249
Bad debt expense	63,486	205,254
Change in:		
Accounts receivable	(137,240)	1,649,030
Prepaid expenses	(176,622)	(30,424)
Other assets	-	(6)
Program service advances	(23,895)	48,366
Due from related party	-	4,381
Accounts payable	(430,821)	(336,915)
Payroll withholdings	(6,993)	1,773
Accrued salaries and benefits	(143,604)	(158,203)
Total adjustments	(614,319)	1,635,505
Net cash provided by (used in) operating activities	(623,498)	1,632,719
Cash Flows From Investing Activities:		
Purchases of property and equipment	(169,392)	(314,100)
Cash Flows From Financing Activities:		
Borrowings on line of credit	5,662,405	8,969,313
Payments on line of credit	(5,169,977)	(9,761,579)
Net cash provided by (used in) financing activities	492,428	(792,266)
Increase (Decrease) in Cash and Cash Equivalents	(300,462)	526,353
Cash and Cash Equivalents:		
Beginning of year	721,778	195,425
End of year	\$ 421,316	\$ 721,778
Interest Paid	\$ 77,663	\$ 80,448

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

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

1. Organization and Operations

A Second Chance, Inc. (ASCI) was incorporated in the Commonwealth of Pennsylvania as a non-profit corporation on March 28, 1994 to provide comprehensive human services to kinship foster children and their families in Allegheny County. In 2006, ASCI expanded services with the City of Philadelphia providing kinship emergency response services and general foster care and later, Family Group Decision Making (FGDM) services. In 2013, ASCI expanded its FGDM services to Delaware County. ASCI also provides Statewide Adoption Network (SWAN) services in both Allegheny County and Philadelphia areas.

In January 2014, ASCI expanded kinship services to Berks County Children and Youth Services and then, in April 2014, to West Virginia Department of Human Services. In March 2014, the City of Philadelphia transitioned their foster care services to be managed by multiple regional Community Umbrella Agencies (CUAs). In February 2015, ASCI expanded FGDM services to Chester County.

During 2016, ASCI created a limited liability company, Kinship Insight Solutions, LLC (KIS), to provide the SARKS (Standards for Assessing and Recognizing Kinship Strengths) curriculum, Values Training on Kinship Care (Kin2You), and STAKC (Standards for Training and Advancing Kinship Care) curriculum with the intention to make it available for sale to other foster care agencies/governmental jurisdictions interested in implementing a Kinship Care model. KIS is wholly owned by ASCI and therefore is consolidated in these financial statements. During the year ended June 30, 2021, the only transaction between the entities related to the recording of amortization expense of \$15,917 on the development costs transferred in prior years, which fully amortized the development costs. As of June 30, 2022, there is no activity to be reported. The consolidated financial statements of A Second Chance, Inc. and Affiliate (Organization) include the following entities: A Second Chance, Inc. and KIS.

During 2022, ASCI expanded services in Allegheny County by including respite care.

2. Summary of Significant Accounting Policies

Basis of Accounting and Consolidation

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

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

Net Assets

The Organization classifies resources for accounting and reporting purposes into separate net asset classes based on the existence or absence of donor-imposed restrictions. In the accompanying consolidated financial statements, net assets that have similar characteristics have been combined into similar categories. A description of the Organization's net asset categories is as follows:

Without Donor Restrictions

Net assets without donor restrictions are not subject to donor-imposed stipulations as to purpose or use. Net Investment in property and equipment represents the property and equipment less any outstanding debt used to finance the purchase. As of June 30, 2022 and 2021, the Board of Directors (Board) has designated restrictions of \$181,000 for building items and \$50,000 for evidence-based practices.

With Donor Restrictions

Net assets with donor restrictions are subject to donor-imposed restrictions or stipulations that may or will be met either by actions of the Organization and/or passage of time.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. The Organization maintains, at one financial institution, cash and cash equivalents that may exceed the Federal Deposit Insurance Corporation limit amount at times. The Organization believes it has placed these temporary cash investments with a high credit quality financial institution and does not believe it is exposed to any significant credit risk on its cash and cash equivalents.

Receivables

Accounts receivable consist primarily of amounts billed and unbilled on contracts for services and are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

valuation allowance and a credit to trade accounts receivable. Included in accounts receivable at June 30, 2022 and 2021 is \$6,032 of allowance for doubtful accounts.

In-Kind Contributions

Donated materials and services that meet the requirements for recognition under accounting principles generally accepted in the United States of America are reflected as contributions at fair value on the date of receipt.

Total in-kind support consisted of donations of various items (clothing, toys, furniture, and software) to the Organization to support the emergency services programs as well as administrative needs.

Property and Equipment

Property and equipment are carried at cost or the estimated fair value at the date of gift for donated assets. Depreciation is computed on the straight-line method over the estimated useful lives of the assets as follows:

Buildings	27 years
Leasehold improvements	10 years
Office equipment	3-10 years
Furniture and fixtures	7-10 years
Vehicles	5 years

Maintenance and repairs which are not considered to extend the useful lives of assets are charged to operations as incurred. Expenditures for additions and improvements exceeding \$10,000 are capitalized. Upon sale or retirement, the cost of assets and related allowances are removed from the accounts and any resulting gains or losses are included in income (expense) for the year.

Management reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Any write-downs due to impairment are charged to operations at the time impairment is identified. No such write-downs or impairments occurred during the years ended June 30, 2022 and 2021.

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

Other Assets

Included in other assets are capitalized curriculum development costs relating to the SARKS and Kin2You Values training curriculums. These development costs were amortized over five years using the straight-line method. Amortization expense of \$15,917 was recognized in 2021 on these intangibles. As of June 30, 2021, the development costs are fully amortized.

Revenue Recognition

The Organization is primarily funded under governmental contracts to provide services for children and families. The significant contracts are as follows:

Under a kinship care placement contract with the Allegheny County Department of Human Services, Office of Children, Youth and Families (ACCYF), the Organization is paid various per diem rates depending on when the child was placed with the Organization and the level of care for the child. The rate is paid per foster child per day for each foster child whose case is administered by the Organization.

The Organization provides various services to the City of Philadelphia Department of Human Services under various contracts. Kinship emergency response and general foster care services provided are paid at standard daily rates per child per day as stated in the contract. FGDM services facilitate a process for families to meet and join with relatives and their supports to develop a plan to ensure that children are safe, cared for, and protected from harm in ways that fit their culture and situation. This program extends the responsibility for child safety, well-being and permanency to families, communities, and natural support systems. These services are paid at fixed rates for each of the various services provided.

Services are provided under the State-Wide Adoption Network (SWAN) program, as administered by the Commonwealth of Pennsylvania Department of Human Services. As part of the SWAN program, the Organization provides various services including child profiles, family profiles, child preparation services, etc., and is paid various fixed fees for such adoption services under the program.

Revenue under these agreements is recognized as the performance obligations are satisfied when services are provided. The Organization does not believe it is required to provide additional services related to revenue being recognized. Government grants and contracts are entered annually and could be significantly changed based upon government spending

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

patterns. Accounts receivables at July 1, 2022, June 30, 2021 and June 30, 2020 for the services above were \$5,025,805, \$4,964,353, and \$6,706,224, respectively.

Contributions received are recorded as support with donor restrictions or without donor restrictions depending on the existence or nature of any donor restrictions. 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 (a stipulated time restriction ends, or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Income Taxes

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation. Further, the Organization annually files a Form 990.

KIS is a single member limited liability company and is treated as an entity disregarded as separate from its owner for income tax purposes. As such, the activities of KIS are reflected on the Organization's Form 990.

Use of Estimates

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

Functional Allocation of Expenses

The costs of providing various programs and other activities of the Organization are presented on a functional basis in the consolidated statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

Costs are allocated based on the following:

Benefits –	Total salaries charged to each department.
Building and occupancy -	Square footage of the program.
Administrative expenses -	Fees for service for revenue-generating programs divided by total gross revenues.

Liquidity and Availability

The Organization manages its liquid resources by focusing on program services and contributions to ensure the entity has adequate contributions and billed services to cover the programs that are being conducted. The Organization prepares very detailed budgets and has been very active in cutting costs to ensure the entity remains liquid. As noted in Note 4, the Organization has a line of credit available for temporary cash needs.

The following reflects the Organization’s financial assets (cash and cash equivalents, accounts receivable, due from related party, and program service advances) as of June 30, 2022 and 2021 expected to be available within one year to meet the cash needs for general expenditures.

	2022	2021
Financial assets, at year-end	\$ 5,697,469	\$ 5,900,282
Less: those unavailable for general expenditures within one year, due to:		
Board-designated:		
Evidence based practices	(50,000)	(50,000)
Capital reserve for building items	(181,000)	(181,000)
Donor-imposed restrictions:		
Restricted by donor	(102,853)	(18,396)
Financial assets available to meet cash needs for general expenditures within one year	\$ 5,363,616	\$ 5,650,886

Pending Accounting Standards Update

The Financial Accounting Standards Board (FASB) has issued Accounting Standards Updates (individually and collectively, ASU) that will become effective in future years as outlined below. Management has not yet determined the impact of this update on the financial statements.

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

ASU 2016-02, "Leases (Topic 842)," is effective, as delayed, for the financial statements for the year beginning after December 15, 2021. These amendments and related amendments will require lessees to recognize assets and liabilities on the statement of financial position for the rights and obligations created by all leases with terms of more than twelve months. Disclosures also will be required by lessees to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

Reclassification

Certain amounts presented in the prior year amounts have been reclassified in order to be consistent with the current year's presentation.

Subsequent Events

Subsequent events have been evaluated through the Independent Auditor's Report date, which is the date the consolidated financial statements were available to be issued.

3. Property and Equipment

Property and equipment consist of the following at June 30:

	2022	2021
Land and land improvements	\$ 393,735	\$ 393,735
Buildings	4,232,786	4,157,286
Office equipment	827,298	763,970
Furniture and fixtures	506,394	483,155
Vehicles	94,418	127,374
Leasehold improvements	111,942	104,617
	<u>6,166,573</u>	<u>6,030,137</u>
Less accumulated depreciation	(3,414,640)	(3,206,226)
Property and equipment, net	<u>\$ 2,751,933</u>	<u>\$ 2,823,911</u>

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

4. Line of Credit

The Organization has an open line of credit in the amount of \$9 million from PNC Bank, which expires on October 29, 2022 and is secured by the assets of the Organization. The Organization is required to submit a borrowing base certificate on or before the 20th day of each month following the end of the month in which principal exceeds \$4,000,000. The Organization will not have access to any funds over \$4,000,000 if the borrowing base certificate has not been prepared. The line of credit bears interest at PNC's prime rate (4.75% and 3.25% at June 30, 2022 and 2021, respectively). At June 30, 2022 and 2021, the line of credit had a balance of \$1,616,954 and \$1,124,526, respectively.

5. Net Assets with Donor Restrictions

The Organization's funds with donor restrictions are summarized as follows at June 30:

	2022	2021
Purpose:		
Grand Voices	\$ -	\$ 1,024
Video Completion	17,372	17,372
United Way	9,161	-
AASP Ties	41,070	-
Benedum Grant (West Virginia)	35,250	-
	\$ 102,853	\$ 18,396

Net assets were released from donor restrictions during the fiscal years ended June 30, 2022 and 2021 by incurring expenses satisfying the restricted purpose or the lapsing of a time restriction.

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

6. Operating Leases

At June 30, 2022, the Organization is leasing office space, copiers, computers, telephones, vehicles, and a parking lot under various operating leases. The Organization incurred leasing expense of approximately \$837,000 in 2022 and \$877,000 in 2021.

The estimated future minimum obligations for the operating leases are as follows:

Year Ending June 30,	Amount
2023	\$ 425,838
2024	222,396
2025	71,128
2026	100
2027	100
Thereafter	7,600
	\$ 727,162

7. Profit Sharing Plan

The Organization has a profit-sharing plan (plan) that covers all full-time employees. Contributions to the plan are at the discretion of the Board. The Board is very supportive of contributing to the plan when funds are available to do so. The Board approved contributions of approximately \$123,000 and \$255,000 to the plan for the years ended June 30, 2022 and 2021.

8. Commitments and Contingencies

The Organization receives a significant portion of its grant and contract revenue from federal, state, and county agencies. Any of the funding sources may, at its discretion, request reimbursement for expenses or return of funds, or both, as a result of overpayments or non-compliance by the Organization with the terms of the grants or contracts.

In June 2014, the Organization received a "Notice of Intent to Recover Excess Compensation" from the City of Philadelphia to recover excess revenue related to its fiscal

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

year June 30, 2012 contracts. The Organization, with the City of Philadelphia's permission, underwent a process to analyze its method of allocating expenses to the City of Philadelphia contracts. The result was the adoption of a more complex allocation method that, in management's opinion, more accurately allocates general and administrative costs among all programs. The outcome of any negotiations and final determination, and any potential liability to the Organization cannot be reasonably estimated at this time and, accordingly, as has been its past policy, the Organization will recognize any adjustment in the year in which it becomes known.

9. Related Party Transactions

Foundation

In March 1998, a related non-profit corporation, A Second Chance Charitable Foundation (Foundation), was established. One of the four Foundation Board members is also on the Board of ASCI, and another Foundation Board member is appointed by the Board of ASCI; however, there is no economic interest in the Foundation. Therefore, the Foundation is not a controlled entity of ASCI and does not qualify for consolidation.

During the fiscal years ended June 30, 2022 and 2021, ASCI contributed \$0 and \$60,000, respectively, to the Foundation. The amounts are included in accounts payable at June 30, 2022 and 2021, respectively.

Other Related Party

The Organization has a contract with Lift Empowerment, LLC for security services. The company is owned by a Senior Executive Vice President of the Organization. The Board has approved this contract based upon competitive bids received, the most recent of which was in 2014. The Organization incurred expenses of approximately \$152,000 and \$165,000 during the years ended June 30, 2022 and 2021, respectively. The Organization had outstanding payables to Lift Empowerment, LLC, of \$2,170 and \$1,598 at June 30, 2022 and 2021, respectively.

A SECOND CHANCE, INC. AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2022 AND 2021

10. Self-Insurance

The Organization is self-insured for unemployment compensation insurance and has assets held in a trust to fund that insurance. The Organization has paid approximately \$48,000 and \$42,000 to the trust during fiscal years 2022 and 2021, respectively.



BOARD OF DIRECTORS

LISA HOLT - CHAIRPERSON

DR. SHARON L. MCDANIEL - PRESIDENT

ROSANNE CASCIATO - TREASURER

SONIA THOMAS

JEFFERY WORTHY

ERVIN DYER

LESLIE WALKER

DR. YVEN DESTIN

LEGAL COUNSEL (NON-BOARD MEMBER)
ANTHONY R. SOSSO

Sharon L. McDaniel, PhD, EdD, MPA

Executive Summary:

Pioneer and passion-driven leader in child welfare. Founded A Second Chance, Inc., the nation's leading nonprofit voice on kinship care. More than 36 years of professional experience as a child welfare leader, nationally known advocate, and thought leader for kinship care. Currently also the president of Black Administrators in Child Welfare - a national driving force for race equity work in the child welfare space. Additionally, a known strategist for innovative nonprofit business and program development at the community, state, and national levels.

CEO, President, Founder | A Second Chance, Inc. | 1994 – Present

Founder, Former President, Treasurer | African American Strategic Partnership | 2015 – Present

President | Black Administrators in Child Welfare

Trustee | Penn Hills Charter School for Entrepreneurial Students | 2021—Present

Trustee and Treasurer | Appointed to Casey Family Programs Board of Trustees | 2005 - Present

Former Trustee | Jim Casey Youth Opportunity Initiative | 2001 – 2013

Former Board Member | National Quality Improvement Center for Adoption and Guardianship Support and Preservation

Author | On My Way Home: A Memoir of Kinship, Grace, and Hope | 2014

Executive Coach | Providing expertise in nonprofit leadership development | 1994 – Present

Former Child Welfare Administrator, Supervisor, Case Manager- 1985- 1993

Alumni of Foster Care- 1967-1983

Leadership Experiences

- Capella University: Primary investigator (Qualitative research) Examining the leadership advancement, vulnerability, and self-efficacy of African American Female Sr. Executives in Philanthropy. *Dissertation, 2021*
- University of Pittsburgh: Co-researcher (Mix-method study) of Gaps in Kinship Care Services in a Covid-19 environment- 2021
- Milken Institute, University of Chicago: Nonpartisan think tank to increase global prosperity by advancing collaborative solutions that widen access to capital, create jobs, and improve health. - 2018
- The Aspen Ideas Festival: Nation's premier public gathering for global leaders across many disciplines to engage in deep and inquisitive discussion of the ideas and issues that shape our lives and challenge our times. - 2017
- Co-investigator and author of "Subsidized Legal Guardianship: A Permanency Planning Option Study for Children Placed in Kinship Care" and "Subsidized Legal Guardianship Update." This work has been used by national organizations to form their positions and proposals on subsidized legal guardianship - 2019
- Federal reviewer (consultant) for Administration for Children and Families: Child Welfare Federal Review Committee, Maryland Review Team, 2003 – Present
- Casey Family Programs: Kinship Care Breakthrough Series, 2004
- National Association of Black Social Workers: The Robert L. Little Roundtable, 2000 – Present
- Co-Chair, National Kinship Care Conference, 2002 – 2003
- Advisory Member, Children's Defense Fund: Kinship Care Project, 2001 – Present
- Advisory Member, Casey Family Programs: Resource for Families, 2002 – Present
- Leadership Advisory Council, University of Pittsburgh School of Social Work, 2000 – Present
- U.S. Department of Health and Human Services (HHS) Proposal Review Committee (Consultant), 2000-Present
- Quality Improvement Center on Post Permanency Services, HHS and Spaulding for Children, 2014
- Member of HHS Advisory Panel for Kinship Care, 2000

- Leadership Curriculum and Field Team, Black Administrators in Child Welfare, 2000 – 2003
- Advisory Board Member for Spaulding for Children, 1999
- Advisory Board Member, Allegheny County Children, and Youth Services, 1993 – 1995
- Founder and Board Member, Court Appointed Child Advocates, 1993
- Board Member, Allegheny Children's Initiative, 1993 – 1996
- Co-Chair, Statewide Kinship Care Task Force, 1993 – 1999

Related Experiences

- Researched and developed "KinLink," a web-based resource guide for kinship families living in Western PA
- Implemented National Hilda R. Baker Kinship Institute for Professional and Leadership Development
- Researched, wrote, and implemented practicum at A Second Chance, Inc.: Using Enhanced Case Management Practices and Training to Increase the Organization's Response to Permanency Planning
- Researched, wrote, and implemented an applied dissertation at A Second Chance, Inc.: Addressing the Stress and Burnout of Human Service Employee by Using a Three Domain Approach That Focuses on Emotional, Physical, and Organizational Factors.
- Researched and wrote foster care training curriculum for kinship foster caregivers
- Researched, developed, and implemented a plan for Allegheny County's only kinship foster care agency
- Researched, wrote, and implemented management training on change management, effective communication, strategic management, handling organizational conflict, dealing with conflict, and leading effectively
- Developed A Second Chance, Inc.'s board of directors training curriculum
- Supervise the leadership team at A Second Chance, Inc.

Publications

- "Permanency on Purpose," published by the Center for Advanced Studies in Child Welfare (CASCW) at the University of Minnesota's School of Social Work (2020)
- "Pathways to Permanency: How the evolution of child welfare policies and practices intersects with my personal and professional journey to help more youth find forever homes" published by Child Welfare League of America in *Reflections on Kinship Care: Learning from the Past, Implications for the Future* (2020)
- Research report: "Permanent Legal Custodianship: A Valuable Permanency Option in Kinship Care" published by A Second Chance, Inc. (2019)
- "We Need Kinship Caregivers, and They Need a Safety Net," published by the Chronicle of Social Change (2018)

Honors

2019, Urban League of Greater Pittsburgh, Ronald H. Brown Award for Community Engagement ■ 2019, Penn State University, Alumni Fellow Award ■ 2019, Onyx Woman Magazine, Onyx Woman Leadership Award ■ 2019, Allegheny East NAACP, Progressive Business Award ■ 2018, Congressional Research Institute for Social Work and Policy, Outstanding Individual in the Nonprofit Sector Award ■ 2006, Congressional Coalition on Adoption Institute, Angels in Adoption Award ■ 2003, Forbes Fund, Excellence in Nonprofit Management, Finalist ■ 2003, League of Women Voters, Good Government Award in Human Services ■ 2002, Western PA Girl Scouts, Women of Distinction Award in Business ■ 2001, Girl Scouts of Southwestern PA, Woman of Distinction Award ■ 2000, Renaissance Center, African Queen Mother Award ■ 1999, Women of Distinction, Nominee ■ 1998, Phi Beta Sigma, Honoree ■ 1997, Black Professional Women, Finalist ■ 1987, Allegheny County Commissioners, Recognition of Success Award

Accomplishments

2020, Testified before the Michigan State Legislature on A Second Chance, Inc.'s kinship care model ■ 2017, Testified before the United States Senate Special Committee on Aging on the topic of "Grandparents to the Rescue: Raising Grandchildren in the Opioid Crisis and Beyond" ■ 2018, Keynote speaker at the Penn State Child Maltreatment Solutions Network event "Building Resilience and Hope" ■ 2015, Founded the African American Strategic Partnership ■ 2016, Guest lecturer at the University of Barcelona on "Examining the Similarities and Differences of Parenting Grandparents Across Three Continents" ■ 2003-2004, Attended Empire Beauty Academy and Developed a SPA/Salon for Kinship Care clients, staff, and public. This endeavor served as the organization's social venture. ■ 2003- Present-Child Welfare Reviewer for the United States Government ■ 2000, Developed a

Comprehensive Wellness Program for Staff at A Second Chance, Inc. ■ 1999, Advisory Member with the Department of Health and Human Services and the US Congress ■ 1999, Provided testimony to United States Congressman Coyne regarding Kinship Care ■ 1999, Served as a Reviewer for the United States Department of Health and Human Services ■ 1998, Founded A Second Chance Charitable Foundation ■ 1994, Founded A Second Chance, Inc.

Affiliations & Memberships

Society for Human Resource Management ■ Black Administrators in Child Welfare ■ Child Welfare League of America ■ National Black Child Development ■ National Association of Black Public Administrators ■ Delta Sigma Theta Sorority, Inc. ■ National Association of Black Social Workers ■ Penn State Alumni Association

Education

- **Ph.D., Nonprofit Management and Leadership**, Capella University, Minneapolis, Minnesota, 2021
- **Ed.D., Child, Youth, & Family Studies**, Department of Education & Human Services, Concentration: Management of Children's Programs, Nova Southeastern University, Ft. Lauderdale, FL., 1997-2000
- **Corporate Governance Program**, Harvard Kennedy School of Government, 2011
- **Executive Education in Investment Management**, University of Chicago, Chicago, IL, 2010
- **Nonprofit Organizational Modules**, University of Pittsburgh Leadership Academy, Pittsburgh, PA, 1997-1998
- **Nonprofit Management Certificate**, Carnegie Mellon University, H. John Heinz School of Public Policy and Management, Nonprofit Management Institute, Pittsburgh, PA, 1993
- **M.P.A. (Public Management Policy)**, University of Pittsburgh, Pittsburgh, PA, 1989-1991
- **Post-bachelor's studies, certificate awarded**, Child Development and Play Therapy Training Institute, Family Resources, Pittsburgh, PA, 1987
- **Bachelor's in Administration of Justice**, Pennsylvania State University, University Park, PA, 1979-1983

Training Certificates (selected)

Development of Sankofa Institute, Black Administrators in Child Welfare, 2022 ■ Cultural Competency in the Workplace, Cornell University, 2004 ■ American Adoptees and their Families, Pittsburgh, PA, 2000 ■ Permanency Planning, Hunter College and Child Welfare League of America, Washington, DC, 1999 ■ Adoption and Safe Families Act, Department of Public Welfare, Pittsburgh, PA, 1998 ■ Juvenile Delinquency and Urban Issues, Reno, Nevada, 1997 ■ Child Abuse and Neglect, Pittsburgh, PA, 1995 ■ Kinship Care, Assessing the Triad, Child Welfare League of America, New Orleans, LA, 1994

Lisa R. Chambers

Dynamic professional with innovative and flexible leadership style. Provide thoughtful oversight for daily operations social service agencies. Proven leader in developing and implementing strategies, policies and procedures, programming, and performance measures. Inspire others to improve outcomes for children and families both in and out of the child welfare system.

- Policy Development
 - Marketing
 - Customer Relations
 - Investigations
 - Public Speaking
 - Grant Writing
 - Skilled Trainer/Leadership
 - Research & Data Analysis
-

Professional Experience

A Second Chance, Inc. - Pittsburgh Office, 2018 - Present

Managing Director, 2018–Present

Responsible for the vision, leadership and direction necessary to ensure the agency has the proper operational controls, administrative and reporting procedures and people systems in place to effectively ensure client safety and well-being, as well as grow and monitor the organization to ensure operation efficiency. Motivate and lead high performance management teams. Develop, communicate, and implement effective change/growth strategies and processes. Responsible for systems improvement and quality assurance gap controls of systemic issues. Provide oversight to ensure compliance with all regulatory agencies. Monitor and communicates internal expectations on key business metrics such as responsiveness and communication to clients, and client satisfaction. Foster a success-oriented, client focus and accountable working environment. Report quarterly to Board of Directors regarding outcomes and strategic direction.

- Lead Member on National Expansion Team – Conducted Environmental Scans and provided actionable correction plans for governmental child welfare agencies in order for them to acquire a better understanding of the trends and drivers that are impacting their current kinship care programming and/or development of future kinship-related programming.
 - In the following locations: Arlington, Virginia, Fort Worth, Texas, Memphis, TN, and Los Angeles, CA, etc.

Sr. Director III of Systems Engagement, 2016 – 2018

Responsible for curriculum training of Standards for Assessing and Recognizing Kinship Strengths, Kin 2 You Values, Environmental Scan and Readiness Rubric for master trainer series and train-the-trainer. Research state and county child welfare jurisdictions laws, policies, practices, improvement plans, kinship care processes family empowerment models and placement data. Oversee national team engagements with child welfare organization and curriculum translation. Present informational trainings regarding ASCI service offering and data. Preform

Continued...

Lisa R. Chambers • Page 2

quality assurance reviews with kinship caregivers to ensure ASCI is providing excellent standards of services to children and families.

- Training for the Department of Child and Family Service Los Angeles, CA – Kin 2 You Values Model, Gold Standard Practice (Los Angeles, CA)
- Training for the Georgia Division of Family and Children Services, statewide

Allegheny County Office of Children, Youth, and Families (OCYF) – Pittsburgh, 1995 - 2016
Court Liaison Manager, 1999 – 2016

Provided supervision of 12 Paralegals as well as a Systems Advocate, Forensic Specialist and Administrative Assistant. Investigated and resolved complaints regarding schedule conflicts, delays, and failure to follow established court procedures, communications and effectiveness of individuals involved. Prepared and analyzed data from computer reports to provide information to the Deputy Director, and Assistant Deputy Director. Oversaw the review of and response to proposed legislation, regulations, and case law which affects OCYF mandates and operations. Developed and implemented policies and procedures concerning preparation of court cases, court documents and consulting with caseworkers and casework supervisors to ensure presentation of quality information to the court. Served as an intermediary to county attorneys, child/parent attorneys, and court judges. Collaborated with the OCYF training department to design and present training programs for staff regarding child welfare laws, court procedures, and preparation and filing of court-related documents. Met with government and community service providers' staff and community residents to resolve issues about OCYF and to exchange information.

- Coordinated father engagement efforts within OCYF and juvenile court, as co-chair of the Allegheny County Father Engagement Workgroup and as manager of the Dads Assisting Dads Support Program (DADS).
- Served as project lead for incorporation of court functions into the OCYF electronic case management system, Key Information and Demographics System (KIDS) and its interface with the Common Pleas Case Management System
- Selected as a Leadership Fellow for the Child Welfare Leadership Fellows Program (2014-2015)

County Caseworker 2, 1995 - 1999

Investigated cases of child abuse and neglect. Initiated comprehensive family assessment to identify family systems issues and service needs, including concrete services such as food, housing, income assistance, medical and dental care. Conducted meetings with collateral agency workers and family members to achieve a time-limited Family Service Plan for service delivery and to reach agreement on assigned tasks and responsibilities in carrying out the plan. Provided treatment and case management services in keeping with the goals and objectives agreed upon in the Family Service Plan.

Education

Bachelor of Science in Child Development (1995)
University of Pittsburgh, Pittsburgh, PA

Professional Associations

Black Administrators of Child Welfare, Inc (BACW). – Board of Directors (2015 – Present)
Union Baptist Church of Swissvale - Volunteer (2009 – Present)
Visionary Performing Arts Academy – Board President (2012 – 2016), Business Manager (2007 – 2016)

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: _____

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Dr. Sharon McDaniel	President & CEO	\$0.00	\$263,000.00
Lisa Chambers	Managing Director	\$50,662.00	\$101,323.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

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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 6, 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 a contract with A Second Chance, Inc. d/b/a A Second Chance - New Hampshire (VC#455390), Pittsburgh, PA, in the amount of \$3,630,121 to provide a Kinship Care Program as an out-of-home placement option for children that successfully meets their need for safety, permanency and well-being, with the option to renew for up to five (5) additional years, effective July 1, 2023, or upon Governor and Council approval, whichever is later, through June 30, 2025. 30% Federal Funds. 70% General Funds.

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

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD - FAMILY SERVICES 50% FEDERAL 50% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Community Grants	TBD	\$874,530
2025	074-500585	Community Grants	TBD	\$874,530
			Subtotal	\$1,749,060

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR CHILDREN, YOUTH AND FAMILIES, CHILD PROTECTION, CHILD - FAMILY SERVICES 100% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Community Grants	TBD	\$756,531
2025	074-500585	Community Grants	TBD	\$874,530
			Subtotal	\$1,631,061

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-042-421010-29740000 Health and Social Services, Dept of Health and Human SVS, HHS: Division for Children, Youth and Families, Adoption Services 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Services	42107403	\$250,000
			Subtotal	\$250,000
			Total	\$3,630,121

EXPLANATION

The purpose of this request is to provide a Kinship Care Program, where Kinship care, or family caring for family is a priority. A kinship care home offers a familiar and natural out-of-home placement option for children that will successfully meet their need for safety, permanency and well-being, while reducing the number of children entering into traditional foster care. This program will assist children to succeed by increasing placement stability through providing clinical and concrete supports to kin caregivers along with educational opportunities, maintaining stable relationships and family culture, remaining closer to home, and helping to reduce traumatic experiences.

Approximately 480 families will be served annually.

The Contractor will provide services to children in need of placement and kin/caregivers. The Contractor will conduct Family Finding to identify kin for children in need of placement and provide assistance to the Department with placement finding. The Contractor will work with kin to achieve Kinship Care licensing and provide them with concrete supports to meet their needs.

The Department will monitor Contractor performance services by ensuring:

- 50% of children have at least one (1) viable kin identified within twenty four (24) hours after Department referral by the end of the first contract year.
- 75% of children have at least one (1) viable kin identified within twenty four (24) hours after Department referral during subsequent contract years.
- 75% of kin who accept placement of children will obtain a kinship care home license.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from November 16, 2022 through February 1, 2023. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This was not a low cost award. As shown in the attached Scoring Sheet, the selected Contractor received a higher score on all technical and cost criteria.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

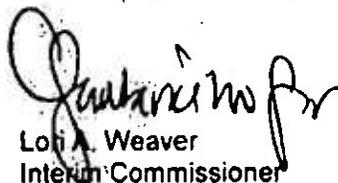
Should the Governor and Council not authorize this request, children in need of out of home placement will not be afforded the opportunity to have kin identified, vetted and approved for immediate placement, which will result in these children entering into foster (stranger) care. The Department is adopting a "kin first culture" and this Kinship Program is the leading force behind this shift, which makes kin placement a priority. Studies show that children experience less trauma when placed with and are cared for by kin as well as have increased rates of reunification with parents and overall achieve permanency more timely, which are the best possible outcomes for children in out of home care. Additionally, kin caregivers will not be afforded assistance with Kinship Care licensing and concrete supports should this request not be authorized.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.658, FAIN #2301NHFOST, #93.603, FAIN #2001NHAIPP.

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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

Project ID # RFP-2023-OCYF-02-KUNSH

Project Title Kinship Care Program

	Maximum Points Available	A Second Chance, Inc.	The Home for Little Wanderers, Inc.	Ascendia Community Services, Inc.
Technical				
Experience (O1)	75	72	60	62
Proposed Work Plan (O2)	75	72	60	56
Collaboration (O3)	25	22	11	18
Managing Found Kin (O4)	50	46	35	26
Community Relationships (O5)	25	23	10	15
Subtotal - Technical	250	235	156	177
Cost				
Budget Sheet	100	90	85	80
Program Staff List	100	90	85	60
Subtotal - Cost	200	180	130	120
TOTAL POINTS	450	415	286	297
TOTAL PROPOSED VENDOR COST		\$3,132,295	\$4,041,000	\$4,041,000

Reviewer Name	Title
1 Kara Burton	Associate Bureau Chief
2 Kristin Conlin	Kinship Program Specialist
3 Ann Bouchard	Home Study Practitioner
4 Jessica Bellevance	Child Protection Field Administrator
5 Gayleen Smith	Finance Manager
6	
7	
8	
9	
10	

Subject: Kinship Care Program RFP-2023-DCYF-02-KINSH-01

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name A Second Chance, Inc. d/b/a A Second Chance - New Hampshire</p>		<p>1.4 Contractor Address 8350 Frankstown Avenue, Pittsburgh, PA, 15221</p>	
<p>1.5 Contractor Phone Number (412)342-0600</p>	<p>1.6 Account Number 05-95-042-421010-29580000 05-95-042-421010-29740000</p>	<p>1.7 Completion Date 6/30/2025</p>	<p>1.8 Price Limitation \$3,630,121</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by: <i>Dr. Sharon McDaniel</i> Date: 6/5/2023</p>		<p>1.12 Name and Title of Contractor Signatory Dr. Sharon McDaniel President and CEO</p>	
<p>1.13 State Agency Signature DocuSigned by: <i>Marie Noonan</i> Date: 6/6/2023</p>		<p>1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Interim Director</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Quinno</i> On: 6/7/2023</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Kinship Care Program**

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 ("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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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide a Kinship Care Program to serve children in need of placement and to identify kinship caregivers to reduce the rate of traditional foster care by increasing kinship placement. The program will consist of Family Finding, Kinship Care licensing, and concrete need support services. The Contractor's staff for the program are referred to as Kinship Explorers.
- 1.2. The Contractor must ensure services are available Statewide.
- 1.3. For the purposes of this Agreement, all references to days mean calendar days.
- 1.4. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8:00AM to 4:30PM.
- 1.5. The Contractor must accept two types of referrals from the Department:
 - 1.5.1. Emergency referral: A child who enters care for the first time and must be separated from the parent/guardian and placed that same day; and
 - 1.5.2. Non-emergency referral: A child who may need out-of-home placement within two to four (4) weeks.
- 1.6. The Contractor must provide Family Finding to children in need of placement until viable kin is identified. Upon receipt of a referral from the Department, the Contractor must conduct activities of Family Finding. Activities of Family Finding include but are not limited to:
 - 1.6.1. Identifying and locating relatives and fictive kin using tools, including but not limited to:
 - 1.6.1.1. Social media searches.
 - 1.6.1.2. Questionnaires.
 - 1.6.1.3. Search engines.
 - 1.6.2. Utilizing techniques including but not limited to:
 - 1.6.2.1. Case mining.
 - 1.6.2.2. Community engagement.
 - 1.6.2.3. Consultations.
 - 1.6.2.4. Investigations.
- 1.7. Upon identifying viable kin, the Contractor must:
 - 1.7.1. Complete the following safety checks and screenings:
 - 1.7.1.1. Local law enforcement check via phone call;
 - 1.7.1.2. DCYF Central Registry check, pursuant to RSA 169-C:35;

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Kinship Care Program**

EXHIBIT B

and

- 1.7.1.3. Electronic Information system check to review designated Department records for all household members regardless of age, and
- 1.7.1.4. Registry of Criminal Offenses check.
- 1.7.2. Contact identified viable kin by phone to discuss licensing options;
- 1.7.3. Provide results of safety checks, screenings and call to identified kin to the Department.
- 1.8. The Contractor must identify a primary and secondary kin caregiver.
- 1.9. The Contractor must provide assistance to the Department with placement finding which includes but is not limited to:
 - 1.9.1. Visiting the home of identified kin with the Department.
 - 1.9.2. Completing the Kinship Caregiver Agreement with the Department.
- 1.10. The Contractor must provide services in sections 1.6. through 1.8. within 24 - 48 hours of receiving a referral.
- 1.11. The Contractor must continue to conduct Family Finding for an additional 60 days or until all options have been explored with the Department.
- 1.12. The Contractor must provide services to all identified kin, including but not limited to:
 - 1.12.1. Kinship supports.
 - 1.12.2. Support groups.
 - 1.12.3. Kinship care licensing services as determined by Administrative Rule.
 - 1.12.4. System navigation.
- 1.13. The Contractor must utilize their 60-day Gold Standard Process for Kinship Licensing and Certification.
- 1.14. The Contractor must provide services for up to but no more than twelve (12 months) after receiving a referral from the Department.
- 1.15. The Contractor must engage families to:
 - 1.15.1. Improve communication between government and private providers;
 - 1.15.2. Anticipate and overcome any cultural differences;
 - 1.15.3. Provide knowledge so the family gains the social collateral that empowers them in an extensive and complete system, such as child welfare;
 - 1.15.4. Assist family in identifying potential placements efficiently;

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

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- 1.15.5. Participate with the Kinship Explorer as a team; and
 - 1.15.6. Advocate for family-led decisions.
 - 1.16. The Contractor must develop and implement a plan to maximize positive collaboration between the Kinship Care Program, the identified kin, and the Department.
 - 1.17. The Contractor must provide staff on call seven (7) days per week, twenty-four (24) hours per day for the purpose of family finding and kinship supports due to placements and removals happening outside of normal business hours.
 - 1.18. The Contractor must address any hesitation to placement and assist in overcoming any feasible obstacles to placements once kin has been identified.
 - 1.19. The Contractor must work with the identified kin to achieve a kinship foster care license if agreed to by the kin.
 - 1.20. The Contractor must utilize the Department's Kinship Care home study template. The Contractor must also provide required screenings and required safety checks statewide to any kin who decline agreement to a kinship foster care license, immediately upon child placement. This is the sole responsibility of the Contractor.
 - 1.21. The Contractor must provide supportive transition services from the Kinship Care Program to the following, including but not limited to:
 - 1.21.1. Caregiver Coordinator;
 - 1.21.2. Child Protective Service Worker (CPSW);
 - 1.21.3. Juvenile Probation and Parole Officer (JPPO); and
 - 1.21.4. Kinship care family.
 - 1.22. The Contractor must conduct an environmental scan utilizing their proprietary Kinship Strength Assessment. The scan will assist the Contractor to:
 - 1.22.1. Determine what supportive services already exist;
 - 1.22.2. Maximize existing supportive services; and
 - 1.22.3. Conduct a gap analysis of supportive services.
 - 1.23. The Contractor must perform administrative tasks, as directed by the Department, including but limited to:
 - 1.23.1. Completing and sending out Kinship Notification letters.
 - 1.23.2. Notifying the Department of new Kinship providers.
 - 1.24. The Contractor must provide training to DCYF staff as requested by the Department.
 - 1.25. The Contractor staff must access Citrix to utilize NH Bridges to conduct Family

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Finding.

- 1.26. The Contractor staff must enter case-specific information onto the approved screens of NH Bridges on an ongoing basis.
- 1.27. The Contractor must foster ongoing collaboration with DCYF and must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.28. Reporting
 - 1.28.1. The Contractor must submit monthly reports to ensure the following thresholds are met by the Contractor which include, but are not limited to:
 - 1.28.1.1. Number of families served.
 - 1.28.1.2. Number of kin identified.
 - 1.28.1.3. Number of viable kin identified.
 - 1.28.1.4. Number of placements made with viable kin.
 - 1.28.1.5. Number of viable kin who achieved licensure.
 - 1.28.1.6. Length of time supports provided to kinship caregivers.
 - 1.28.1.7. Number of failed placements.
 - 1.28.1.8. Number of reunified families.
 - 1.28.1.9. Number of intact placements.
 - 1.28.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.29. Performance Measures
 - 1.29.1. The Department will monitor Contractor performance by ensuring the following thresholds are met by the Contractor:
 - 1.29.1.1. Fifty percent (50%) of children have at least one (1) viable kin identified within twenty four (24) hours after Department referral by the end of the first contract year.
 - 1.29.1.2. Seventy-five percent (75%) of children have at least one (1) viable kin identified within twenty four (24) hours after Department referral during subsequent contract years.
 - 1.29.1.3. Seventy-five (75%) of kin who accept placement of children will obtain a kinship care home license.

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

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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

- 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

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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:

- 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.

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- 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. Background Checks

- 5.1. For any individuals, including any subcontractors, providing services under this Agreement, the Contractor must at its own expense, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
- 5.1.1. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;
- 5.1.2. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) central registry pursuant to RSA 169-C:35;
- 5.1.3. Complete a criminal records check to ensure that the person has no history of:
- 5.1.3.1. Felony conviction; or
 - 5.1.3.2. Any misdemeanor conviction involving:
 - 5.1.3.2.1. Physical or sexual assault;
 - 5.1.3.2.2. Violence;
 - 5.1.3.2.3. Exploitation;
 - 5.1.3.2.4. Child pornography;
 - 5.1.3.2.5. Threatening or reckless conduct;
 - 5.1.3.2.6. Theft;

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

5.1.3.3. Any other conduct that represents evidence of behavior that could endanger the well-being of any individual served under the contract.

5.2. The Contractor must not permit any individual, including subcontractors, to provide services under the awarded contract until the Contractor has confirmed:

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

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

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

5.2.4. The individual does not have a record of any misdemeanors or other conduct as specified above.

5.3. Contractor agrees it will initiate a criminal background check re- investigation of all employees, volunteers, interns, and subcontractors assigned to the awarded Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.

6. Privacy Impact Assessment

6.1. 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:

6.1.1. How PII is gathered and stored;

6.1.2. Who will have access to PII;

6.1.3. How PII will be used in the system;

6.1.4. How individual consent will be achieved and revoked; and

6.1.5. Privacy practices.

6.2. 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.

7. Department Owned Systems and Network Usage

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- 7.1. If the Contractor's End Users are authorized by the Department's Information Security Office to access the Department's network or system and/or use a Department issued device (e.g. computer, IPad, cell phone) in the fulfillment of this Agreement, the Contractor agrees that each individual being granted access must:
- 7.1.1. 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;
 - 7.1.2. 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;
 - 7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 7.1.4. 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;
 - 7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 7.1.7. Not use any personal device without written authorization from the Department.

8. Contract End-of-Life Transition Services

- 8.1. 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.

**New Hampshire Department of Health and Human Services
Kinship Care Program**

EXHIBIT B

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.

9. Website and Social Media

- 9.1.1. 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 Contractor 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.
- 9.1.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is

**New Hampshire Department of Health and Human Services
Kinship Care Program**

EXHIBIT B

maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. 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 must not be tracked, disclosed or used for website or social media analytics or marketing.

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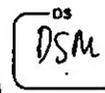
**New Hampshire Department of Health and Human Services
Kinship Care Program**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 30% Federal funds:
 - 1.1.1. 6% Adoption and Legal Guardianship Incentive Program, as awarded on October 1, 2020, by the US Department of Health and Human Services, Administration for Children and Families, ALN #93.603, FAIN #2001NHAIP
 - 1.1.2. 24% Foster Care Title IVE, as awarded on 10/12/2022, by the US Department of Health and Human Services, Administration for Children and Families, ALN #93.658, FAIN #2201NHFOST
 - 1.2. 70% 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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. 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:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

Financial Manager



**New Hampshire Department of Health and Human Services
Kinship Care Program**

EXHIBIT C

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

5. 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.
6. 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.
7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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**New Hampshire Department of Health and Human Services
Kinship Care Program**

EXHIBIT C

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- 8.3. 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.
- 8.4. 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 Complete one budget form for each budget period. Contractor Name: <u>A Second Chance, Inc. d/b/a A Second Chance - New Hampshire</u> Budget Request for: <u>Kinship Navigation</u> Budget Period <u>July 1, 2023 - June 30, 2024</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$ 933,873
2. Fringe Benefits	\$ 224,130
3. Consultants	\$ 124,361
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ 6,000
5.(a) Supplies - Educational	\$ -
5.(b) Supplies - Lab	\$ -
5.(c) Supplies - Pharmacy	\$ -
5.(d) Supplies - Medical	\$ -
5.(e) Supplies Office	\$ 4,000
6. Travel	\$ 165,192
7. Software	\$ 6,600
8.(a) Other - Marketing/Communications	\$ -
8.(b) Other - Education and Training	\$ -
8.(c) Other - Other (specify below)	
<i>Client Sundries</i>	\$ 12,000
<i>Client Clearances</i>	\$ 6,000
<i>Office Rental</i>	\$ 96,000
<i>Insurance</i>	\$ 36,000
9. Subrecipient Contracts	\$ -
Total Direct Costs	\$ 1,614,156
Total Indirect Costs	\$ 161,416
TOTAL	\$ 1,775,572

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New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>A Second Chance, Inc.</i> Budget Request for: <i>Kinship Navigation</i> Budget Period <i>July 1, 2024 - June 30, 2025</i> Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$ 961,890
2. Fringe Benefits	\$ 230,854
3. Consultants	\$ 124,738
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ 6,000
5.(a) Supplies - Educational	\$
5.(b) Supplies - Lab	\$
5.(c) Supplies - Pharmacy	\$
5.(d) Supplies - Medical	\$
5.(e) Supplies Office	\$ 4,000
6. Travel	\$ 193,275
7. Software	\$ 6,798
8. (a) Other - Marketing/Communications	\$
8. (b) Other - Education and Training	\$
8. (c) Other - Other (specify below)	
<i>Client Sundries</i>	\$ 12,000
<i>Client Clearances</i>	\$ 6,000
<i>Office Rental</i>	\$ 100,800
<i>Insurance</i>	\$ 39,600
9. Subrecipient Contracts	\$
Total Direct Costs	\$ 1,685,954
Total Indirect Costs	\$ 168,595
TOTAL	\$ 1,854,549

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Contractor Initials

Date 6/5/2023

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

Vendor Initials DSM
Date 6/5/2023

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.

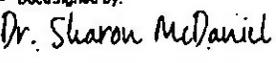
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: A Second Chance, Inc.

6/5/2023

Date

DocuSigned by:

 Name: Dr. Sharon McDaniel
 Title: President and CEO

DS

 Vendor Initials
 Date 6/5/2023



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

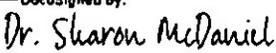
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: A Second Chance, Inc.

6/5/2023

Date

DocuSigned by:

 Name: Dr. Sharon McDaniel
 Title: President and CEO

Vendor Initials 
 Date 6/5/2023

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

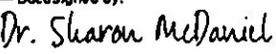
LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: A Second Chance, Inc.

6/5/2023

Date

DocuSigned by:

 Name: Dr. Sharon McDaniel
 Title: President and CEO

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

Date 6/5/2023

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: A Second Chance, Inc.

6/5/2023

Date

DocuSigned by:
Dr. Sharon McDaniel
Name: Dr. Sharon McDaniel
Title: President and CEO

Exhibit G

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

Contractor Initials

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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: A Second Chance, Inc.

6/5/2023

Date

DocuSigned by:
Dr. Sharon McDaniel
Name: Dr. Sharon McDaniel
Title: President and CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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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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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.

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 Associate

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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

6/5/2023
Date

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) l, 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 by:

Marie Noonan

Signature of Authorized Representative

Marie Noonan

Name of Authorized Representative
DCYF Interim Director

Title of Authorized Representative

6/6/2023

Date

A Second Chance, Inc.

Name of the Contractor

Dr. Sharon McDaniel

Signature of Authorized Representative

Dr. Sharon McDaniel

Name of Authorized Representative

President and CEO

Title of Authorized Representative

6/5/2023

Date

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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 60% 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: A Second Chance, Inc.

6/5/2023

Date

DocuSigned by:

Dr. Sharon McDaniel

Name: Dr. Sharon McDaniel

Title: President and CEO

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Contractor Initials

Date 6/5/2023



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1.. The UEI (SAM.gov) number for your entity is: DNLMKDCRF6J1
- 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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Exhibit K
DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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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