



Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

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

February 8, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts with the Contractors listed below for provision of parental assistance programming in order to reduce child maltreatment and the risk of children entering foster care, by extending the completion dates from June 30, 2023 to June 30, 2024, effective July 1, 2023, upon Governor and Council approval, with no change to the total price limitation of \$3,688,216.

The original contracts were approved by Governor and Council on July 31, 2019, item #18, amended on August 26, 2020, item #19, February 3, 2021, item #11, and most recently amended on November 10, 2021, item #13.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Lakes Region Community Services Council, Laconia, NH	177251-B002	Winnepesaukee Region	\$1,836,875	\$0	\$1,836,875
Amoskeag Health, Manchester, NH	157274-B001	Greater Manchester Area	\$1,851,341	\$0	\$1,851,341
		Total:	\$3,688,216	\$0	\$3,688,216

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contracts beyond the completion dates at no additional cost to the Department and there are no renewal options available. The original contracts were a result of a competitive solicitation. The Contractors are part of the Community Collaborations to Strengthen and Preserve Families federal grant initiative. The current grant period goes through June 30, 2024, and requires a program evaluation that goes beyond the current contract completion date; therefore the Department is requesting to extend the contracts one year, in order to align with the grant

ARC
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requirements. As the current providers, the Contractors are uniquely qualified to continue to provide parental assistance programming services to these regions without interruption and complete the required program evaluation by June 30, 2024. The Contractors have developed early childhood teams of cross-sector agencies representative of their community in order to prioritize increased coordination across partner agencies.

Approximately 500 families in the Manchester and Winnepesaukee regions served during Calendar Years 2023 and 2024.

The purpose of this request is to extend the Contracts for one (1) year at no additional cost to support the children and families of the Manchester and Winnepesaukee regions by providing needed parental assistance services, including referrals to mental health, health care, substance use disorder services, financial and budgetary supports, food programs, and other resources. The Department will utilize existing State Fiscal Year 2023 funding that will be carried forward to State Fiscal Year 2024. The Contractors use community and state networks to connect families to the services they need to support self-sufficiency and economic stability. Services are focused on providing resource connections to families with young children, and on creating system-level changes, designed to help reduce child maltreatment and the risk of children entering foster care. The Contractors will continue to support the development of collaborative educational and professional partnerships within the target communities by promoting prevention and service programs, increasing parent and community awareness of available services, and providing alternatives to out-of-home placement for children.

The Department will continue to monitor services by:

- Reviewing the process and outcome measures identified in the quarterly reports submitted by the Contractors;
- Meeting with the Contractors monthly to ensure compliance with contractual requirements; and
- Ensuring the Contractors participate in trainings as determined by the Department, such as Boundary Spanning Leadership to support strengthening of community partnerships and coordination.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families within targeted communities, as identified by the Department, may not receive the needed educational and preventative services required in order to reduce child maltreatment and out-of-home placements. Additionally, were the requested extension not to occur, the Community Collaborations to Strengthen and Preserve Families federal grant initiative would be out of compliance with the required program evaluation to be supplied on June 30, 2024.

Areas served: Greater Manchester and Winnepesaukee public health regions.

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Community Collaborations to Strengthen and Preserve Families contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lakes Region Community Services Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), amended on August 26, 2020, (Item #19), on February 3, 2021 (Item #11), and most recently amended on November 10, 2021, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

2/27/2023

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

Lakes Region Community Services Council

2/21/2023

Date

DocuSigned by:

Rebecca Bryant

Name: Rebecca Bryant

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/1/2023

Date

DocuSigned by:
Robyn Guarino
740734023041400
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109

Certificate Number : 0005756465



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gary S Lemay, 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 Lakes Region Community Services Council
(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 February 15, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Rebecca Bryant (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lakes Region Community Services Council 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: 2-15-2023

Gary S Lemay
Signature of Elected Officer
Name: Gary S. Lemay
Title: Vice President of the Board

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2023

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

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

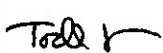
PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: Elizabeth Mailhot PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: Elizabeth.Mailhot@usi.com	FAX (A/C, No): 781-376-5035
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company INSURER B : Granite State Work Comp Manuf INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Lakes Region Community Services Council 719 North Main Street Laconia, NH 03246		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2350720	12/01/2021	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2350717	12/01/2021	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,00			PHUB793607	12/01/2021	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0120231003220	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Abuse			PHPK2350720	12/01/2021	07/01/2023	\$1,000,000 / \$3,000,000
A	Professional			PHPK2350720	12/01/2021	07/01/2023	\$1,000,000 / \$3,000,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
 - Value a team approach in all we do;
 - Value and respect one another;
 - Value our relationships in the communities in which we live and work;
 - Value our role as facilitators of relationships; and
 - Value and recognize that our relationships evolve, grow, and change over time.
-

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

**FOR THE YEARS ENDED
JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

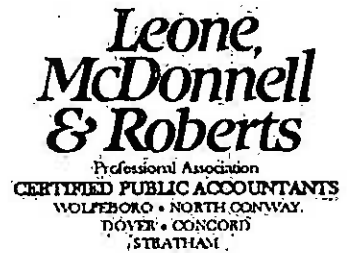
CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2021:

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2021 and 2020, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2020 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 9, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21-23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 13, 2021, on our consideration of Lakes Region Community Services Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Lakes Region Community Services Council, Inc.'s internal control over financial reporting and compliance.

*Leone McDowell Roberts,
Professional Association*

Wolfeboro, New Hampshire
October 13, 2021

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020**

	<u>ASSETS</u>	
	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 7,525,100	\$ 6,090,997
Accounts receivable:		
Medicaid	1,682,904	2,560,926
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2021 and 2020	214,658	443,943
Prepaid expenses	<u>40,921</u>	<u>53,598</u>
Total current assets	<u>9,463,583</u>	<u>9,149,464</u>
PROPERTY AND EQUIPMENT, NET	<u>3,222,732</u>	<u>3,454,418</u>
OTHER ASSETS		
Due from affiliates, net	-	79,985
Deposits	<u>35,779</u>	<u>37,779</u>
Total other assets	<u>35,779</u>	<u>117,764</u>
Total assets	<u>\$ 12,722,094</u>	<u>\$ 12,721,646</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 1,178,111	\$ 1,111,944
Accrued salaries, wages, and related expenses	1,019,729	616,961
Accrued earned time	341,492	335,958
Refundable advances	822,766	160,551
Other accrued expenses	<u>177,139</u>	<u>380,797</u>
Total current liabilities	<u>3,539,237</u>	<u>2,606,211</u>
LONG TERM LIABILITIES		
Due to affiliates, net	1,635,605	-
State of NH - Emergency Healthcare System Relief loan	-	50,000
Paycheck Protection Program loan	<u>-</u>	<u>2,739,774</u>
Total long term liabilities	<u>1,635,605</u>	<u>2,789,774</u>
Total liabilities	<u>5,174,842</u>	<u>5,395,985</u>
NET ASSETS		
Without donor restrictions	6,345,800	6,074,046
With donor restrictions	<u>1,201,452</u>	<u>1,251,615</u>
Total net assets	<u>7,547,252</u>	<u>7,325,661</u>
Total liabilities and net assets	<u>\$ 12,722,094</u>	<u>\$ 12,721,646</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021</u>	<u>2020</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,456,334	\$ -	\$ 1,456,334	\$ 1,531,460
Medicaid	23,598,558	-	23,598,558	22,409,638
Client resources	103,687	-	103,687	93,447
Other third party payers	3,150	-	3,150	1,463
Public support	580,458	-	580,458	533,685
Private foundations	143,618	-	143,618	192,163
Production/service income	85,979	-	85,979	119,584
Investment	4,917	-	4,917	24,647
State of New Hampshire - DDS	1,352,063	-	1,352,063	1,368,101
Management fees	14,400	-	14,400	14,400
Paycheck Protection Program loan forgiveness	2,739,774	-	2,739,774	-
Other	1,382,750	-	1,382,750	1,213,220
Total revenues	31,465,688	-	31,465,688	27,501,808
Expenses				
Program services				
Service coordination	1,421,530	-	1,421,530	1,057,722
Day programs	2,830,723	-	2,830,723	3,228,898
Early intervention	698,801	-	698,801	681,659
Enhanced family care	3,592,782	-	3,592,782	3,309,717
Community options	211,753	-	211,753	208,225
Community residences	11,349,551	-	11,349,551	10,598,006
Transportation	45,642	-	45,642	45,234
Family support	4,322,942	-	4,322,942	4,098,763
Other DDS	8,690	-	8,690	22,796
Other programs	1,533,162	-	1,533,162	1,452,563
Supporting activities				
General management	5,050,235	50,163	5,100,398	2,711,455
Fundraising	128,123	-	128,123	142,685
Total expenses	31,193,934	50,163	31,244,097	27,557,723
CHANGE IN NET ASSETS	271,754	(50,163)	221,591	(55,915)
NET ASSETS, BEGINNING OF YEAR	6,074,046	1,251,615	7,325,661	7,381,576
NET ASSETS, END OF YEAR	\$ 6,345,800	\$ 1,201,452	\$ 7,547,252	\$ 7,325,661

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 934,503	\$ 1,789,990	\$ 477,963	\$ 218,515	\$ 145,494
Employee benefits	252,181	482,778	129,591	59,413	38,969
Payroll taxes	67,533	113,499	34,969	15,788	9,933
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	87,547	-	-	3,249,247	-
Accounting/auditing	-	-	-	-	-
Legal	6,025	-	-	-	-
Subcontract services	390	-	25,343	-	-
Other professional fees	15,291	691	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	449	-
Conference/conventions	-	-	-	-	-
Other staff development	-	300	-	135	-
OCCUPANCY COSTS					
Rent	-	89,577	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	8,606	-	-	-
Repairs and maintenance	-	459	-	-	-
Other occupancy costs	35,009	34,145	28,277	12,246	2,531
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	2,744	4,310	990	582	31
Building/household	-	668	-	-	-
Client	124	2,669	81	12,840	-
Medical supplies	142	123	19	-	-
ASSISTANCE TO INDIVIDUALS	6,139	-	-	-	-
PRODUCT SALES	-	7,863	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	-	-	973	-
DEPRECIATION	-	8,737	-	-	-
ADVERTISING	-	61	-	-	-
PRINTING	-	-	-	1,617	-
TELEPHONE	34	9,380	-	43	-
POSTAGE	9	16	20	-	-
TRANSPORTATION	12,218	221,940	588	19,282	14,780
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	2,491	-	-	-
CLIENT PAYMENTS	-	47,326	-	-	15
CONTRIBUTIONS	-	-	-	-	-
OTHER	1,641	5,094	960	1,652	-
TOTAL FUNCTIONAL EXPENSES	\$ 1,421,530	\$ 2,830,723	\$ 698,801	\$ 3,592,782	\$ 211,753

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 3,562,711	\$ 21,164	\$ 924,106	\$ -	\$ 1,737,809
Employee benefits	946,311	5,940	245,040	-	364,918
Payroll taxes	240,918	1,566	63,853	-	93,646
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	604
Client treatment & therapies	159,463	-	2,324,075	-	2,660
Accounting/auditing	-	-	415	-	117,216
Legal	-	-	-	-	1,274
Subcontract services	5,612,751	-	479,890	-	-
Other professional fees	-	-	10,012	-	186,233
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	138
Conference/conventions	-	-	-	-	849
Other staff development	90	-	-	-	80,660
OCCUPANCY COSTS					
Rent	178,714	-	-	-	27
Mortgage payments	8,414	-	-	-	-
Utilities	94,881	-	-	-	55,691
Repairs and maintenance	52,937	-	-	-	114,077
Other occupancy costs	187,809	-	12,350	-	(278,114)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	18,131	276	-	-	36,182
Building/household	18,716	-	-	-	1,228
Client	103,427	-	119	8,690	2,458
Medical supplies	8,218	-	9,372	-	-
ASSISTANCE TO INDIVIDUALS	-	-	30,719	-	-
PRODUCT SALES	97	-	-	-	-
EQUIPMENT RENTAL	63	-	-	-	22,128
EQUIPMENT MAINTENANCE	11,293	-	80	-	20,310
DEPRECIATION	28,537	11,381	-	-	228,486
ADVERTISING	-	-	85	-	25,139
PRINTING	-	-	-	-	537
TELEPHONE	10,563	-	-	-	51,447
POSTAGE	55	-	-	-	23,895
TRANSPORTATION	104,578	5,315	176,780	-	1,576
INSURANCE	-	-	-	-	108,071
MEMBERSHIP DUES	164	-	40,335	-	56,899
CLIENT PAYMENTS	797	-	58	-	5,112
CONTRIBUTIONS	-	-	-	-	1,760,000
OTHER	(87)	-	5,653	-	279,242
TOTAL FUNCTIONAL EXPENSES	\$ 11,349,551	\$ 45,642	\$ 4,322,942	\$ 8,690	\$ 5,100,398

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2021 Totals</u>	<u>2020 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 86,913	\$ 9,899,168	\$ 968,501	\$ 10,867,669	\$ 10,300,063
Employee benefits	24,182	2,549,323	259,001	2,808,324	2,948,336
Payroll taxes	6,451	648,156	68,357	716,513	759,046
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	604	-	604	749
Client treatment & therapies	-	5,822,992	24,138	5,847,130	4,944,894
Accounting/auditing	-	117,631	-	117,631	95,386
Legal	-	7,299	-	7,299	7,300
Subcontract services	-	6,118,374	70,811	6,189,185	5,202,493
Other professional fees	420	212,647	1,051	213,698	267,171
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	55	642	-	642	964
Conference/conventions	2,500	3,349	307	3,656	12,168
Other staff development	-	81,185	(35)	81,150	64,059
OCCUPANCY COSTS					
Rent	-	268,318	-	268,318	269,222
Mortgage payments	-	8,414	-	8,414	9,165
Utilities	-	159,178	21	159,199	159,300
Repairs and maintenance	-	167,473	-	167,473	178,441
Other occupancy costs	-	34,253	88,950	123,203	194,120
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	-	63,246	1,997	65,243	73,482
Building/household	-	20,612	-	20,612	29,132
Client	608	131,016	290	131,306	153,851
Medical supplies	-	17,874	-	17,874	12,083
ASSISTANCE TO INDIVIDUALS	-	36,858	6,682	43,540	82,910
PRODUCT SALES	-	7,960	-	7,960	17,737
EQUIPMENT RENTAL	-	22,191	-	22,191	26,096
EQUIPMENT MAINTENANCE	-	32,656	-	32,656	42,044
DEPRECIATION	-	277,141	1,333	278,474	245,964
ADVERTISING	1,650	26,935	3,999	30,934	48,055
PRINTING	3,063	5,217	-	5,217	6,922
TELEPHONE	-	71,467	21	71,488	75,268
POSTAGE	816	24,811	30	24,841	18,482
TRANSPORTATION	257	557,314	30,800	588,114	722,474
INSURANCE	-	108,071	-	108,071	165,190
MEMBERSHIP DUES	320	100,209	3,275	103,484	113,988
CLIENT PAYMENTS	-	53,308	1,068	54,376	84,309
CONTRIBUTIONS	-	1,760,000	-	1,760,000	-
OTHER	888	295,043	2,565	297,608	226,859
TOTAL FUNCTIONAL EXPENSES	\$ 128,123	\$ 29,710,935	\$ 1,533,162	\$ 31,244,097	\$ 27,557,723

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 221,591	\$ (55,915)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	278,474	245,964
Paycheck Protection Program loan forgiveness	(2,739,774)	-
State of NH - Emergency Healthcare System Relief loan forgiveness	(50,000)	-
(Increase) decrease in assets:		
Accounts receivable	1,107,307	(2,105,934)
Prepaid expenses	12,677	(24,466)
Deposits	2,000	-
Increase (decrease) in liabilities:		
Accounts payable	66,167	388,522
Accrued salaries, wages, and related expenses	402,768	164,444
Accrued earned time	5,534	30,434
Refundable advances	662,215	39,002
Other accrued expenses	(203,657)	234,240
NET CASH USED IN OPERATING ACTIVITIES	<u>(234,698)</u>	<u>(1,083,709)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(46,789)</u>	<u>(256,108)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(46,789)</u>	<u>(256,108)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Payroll Protection Program loan	-	2,739,774
Proceeds from State of NH - Emergency Healthcare System Relief loan	-	50,000
Decrease (increase) in due from affiliates	79,985	(22,718)
Increase in due to affiliates	<u>1,635,605</u>	<u>-</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>1,715,590</u>	<u>2,767,056</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	1,434,103	1,427,239
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>6,090,997</u>	<u>4,663,758</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 7,525,100</u>	<u>\$ 6,090,997</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

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

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

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

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

As of June 30, 2021 and 2020, the Council had net assets with donor restrictions and net assets without donor restrictions.

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Other Events

The Council's operations could be impacted should the disruptions from the novel coronavirus (COVID-19) lead to changes in client behavior. The COVID-19 impact on the capital markets could also impact the Council's cost of borrowing. There are certain limitations on the Council's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as net assets without donor restrictions.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Property and Depreciation (continued)

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2021 and 2020.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Revenue Recognition

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

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Revenue Recognition (continued)

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

Day Services – The Council provides certain services which range from birth through lifespan. Examples of these services are early supports and services, respite, family support, in home supports, service coordination, employment services, supported independent living, non-medical support for the elderly in their home, and self-directed services. All revenue is recognized upon completion of the service.

Residential Services – The council provides certain residential assistance through contractual arrangements with other vendor providers as well as the shared family living model and Lakes Region Community Services staffed homes with 24-hour supervision. All revenue is recognized upon completion of the service.

Contract Balances

Contract balances as a result of contracts and transactions with customers primarily consist of receivables included in accounts receivable in the Council's statements of financial position. The Council's receivables from transactions with customers amounted to \$1,897,562 and \$3,004,869 for the years ended June 30, 2021 and 2020, respectively.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

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

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

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

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Functional Allocation of Expenses (continued)

The expenses that are allocated include the following:

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

Accounting Estimates

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

New Accounting Pronouncement

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

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**2. LIQUIDITY AND AVAILABILITY**

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

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 7,525,100	\$ 6,090,997
Accounts receivable:		
Medicaid	1,682,904	2,560,926
Other, net	214,658	443,943
Deposits	<u>35,779</u>	<u>37,779</u>
Total financial assets	<u>\$ 9,458,441</u>	<u>\$ 9,133,645</u>
Less amounts not available to be used within one year:		
Deposits	<u>\$ 35,779</u>	<u>\$ 37,779</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 9,422,662</u>	<u>\$ 9,095,866</u>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$7.6 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. PROPERTY AND EQUIPMENT

As of June 30, 2021 and 2020, property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Buildings and improvements	\$ 4,184,136	\$ 4,141,347
Leasehold improvements	397,215	393,215
Furniture, fixtures and equipment	837,434	837,434
Vehicles	173,352	173,352
Land	<u>152,200</u>	<u>152,200</u>
Total	5,744,337	5,697,548
Less accumulated depreciation	<u>2,521,605</u>	<u>2,243,130</u>
Property and equipment, net	<u>\$ 3,222,732</u>	<u>\$ 3,454,418</u>

Depreciation expense for the years ended June 30, 2021 and 2020 amounted to \$278,474 and \$245,964, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

4. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. Effective January 29, 2021 the Council renewed the revolving line of credit through December 31, 2021, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 11). At June 30, 2021 and 2020, the interest was stated at the bank's prime rate of 3.25%. There was no amount outstanding on this line of credit at June 30, 2021 and 2020.

5. PAYCHECK PROTECTION PROGRAM LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a Paycheck Protection Program loan through the Small Business Administration. Loan forgiveness was possible if certain criteria were met. Any amounts not forgiven were to be repaid over a two-year period, with payments deferred for the first six months. Interest would be stated at 1%. The loan amounted to \$2,739,774 at June 30, 2020, and was recorded as a liability on the accompanying statement of financial position.

During the year ended June 30, 2021, the Council received full loan forgiveness in the amount of \$2,739,774 and is recorded as Paycheck Protection Program loan forgiveness on the accompanying Statement of Activities.

6. STATE OF NH – EMERGENCY HEALTHCARE SYSTEM RELIEF LOAN

During the year ended June 30, 2020, the Council applied for and was awarded a loan through the State of New Hampshire Department of Health and Human Services' COVID-19 Emergency Healthcare System Relief Fund. The loan was to mature 180 days after the expiration of the State of Emergency declared by the governor of NH. At the discretion of the lender, the loan may be forgiven and converted to a grant contingent upon certain criteria being met. The loan amounted to \$50,000 at June 30, 2020, and is recorded as a liability on the accompanying statement of financial position.

During the year ended June 30, 2021, the Council received full loan forgiveness in the amount of \$50,000 and is recorded in other income on the accompanying Statement of Activities.

7. NET ASSETS

Net assets with donor restrictions were made up of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year depreciation on the building. The amount of net assets with donor restrictions were \$1,201,452 and \$1,251,615 for the years ended June 30, 2021 and 2020, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****8. RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2021 and 2020, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 2% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2021 and 2020 was \$81,584 and \$78,621, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2021 and 2020, approximately 75% and 81%, respectively, of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In May 2021, the Council was re-designated for the period September 2020 through September 2025.

Medicaid receivables comprise approximately 89% and 85% of the total accounts receivable balances at June 30, 2021 and 2020, respectively.

10. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$290,509 and \$295,318 for the years ended June 30, 2021 and 2020, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2022	\$ 98,202
2023	86,340
2024	28,415
2025	<u>17,955</u>
Total	<u>\$ 230,912</u>

Refer to Note 11 for information regarding a lease agreement with a related party.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****11. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2021</u>	<u>2020</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, accounting and financial services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance reimbursement
Lakes Region Community Services Foundation	\$ 129,720	\$ 63,000	Program support
<u>Paid To:</u>	<u>2021</u>	<u>2020</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of homes
Genera Corporation	\$ 1,700,000	\$ -	Contribution to build future facilities
Lakes Region Community Services Foundation	\$ -	\$ 15,000	Foundation contributions
Greater Laconia Transportation Agency	\$ 60,000	\$ -	Contribution to purchase more vehicles.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****11. RELATED PARTY TRANSACTIONS (CONTINUED)**

<u>Due (To)/From:</u>	<u>2021</u>	<u>2020</u>
Genera Corporation	\$ (1,636,819)	\$ 33,771
Greater Laconia Transit Agency	1,214	61,214
Lakes Region Community Services Foundation	-	(15,000)
	<u>\$ (1,635,605)</u>	<u>\$ 79,985</u>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

Insurance Reimbursement

The Council carries a joint liability policy with the related parties above. The Council pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

12. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the years ended June 30, 2021 and 2020, the Organization received grant revenue of \$764,142 and \$731,657, respectively, and expended \$764,142 and \$731,657, respectively, under the grant through payroll and subcontractor expenses.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

13. CONTINGENCIES - GRANT COMPLIANCE

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2021.

14. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2021 and 2020, client funds held by the Council aggregated \$579,379 and \$452,318, respectively.

15. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2021 and 2020. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2021 and 2020, cash balances in excess of FDIC coverage aggregated \$861,166 and \$862,551, respectively.

16. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

17. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 13, 2021, the date the June 30, 2021 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Service	Day Programs	Early Intervention	Enhanced Family Care	Community Options
Program fees	\$ 4,850	\$ 55,911	\$ 6,921	\$ 801,352	\$ -
Medicaid	940,769	3,235,551	516,773	3,522,697	213,164
Client resources	-	6,589	-	25,179	3,755
Other third party payers	3,150	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	(293)	81,842	1,880	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	157,210	-	-
Management fees	-	-	-	-	-
Paycheck Protection Program loan forgiveness	-	-	-	-	-
Other	<u>21,155</u>	<u>122,386</u>	<u>1,045</u>	<u>179,765</u>	<u>10,629</u>
TOTAL FUNCTIONAL REVENUES	\$ <u>969,631</u>	\$ <u>3,502,279</u>	\$ <u>683,829</u>	\$ <u>4,528,993</u>	\$ <u>227,548</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 450,046	\$ -	\$ 9,174	\$ 14,163	\$ 79,101
Medicaid	10,011,357	-	4,987,890	-	-
Client resources	43,693	-	24,471	-	-
Other third party payers	-	-	-	-	-
Public support	(3,000)	-	-	-	94,097
Private foundations	3,000	-	-	-	15,000
Production/service income	-	-	-	-	-
Investment	-	-	-	-	4,917
State of New Hampshire - DDS	193,664	-	77,453	-	923,736
Management fees	-	-	-	-	14,400
Paycheck Protection Program loan forgiveness	-	-	-	-	2,739,774
Other	<u>238,821</u>	<u>-</u>	<u>40,650</u>	<u>-</u>	<u>209,855</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 10,937,581</u>	<u>\$ -</u>	<u>\$ 5,139,638</u>	<u>\$ 14,163</u>	<u>\$ 4,080,880</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2021 Totals</u>	<u>2020 Totals</u>
Program fees	\$ -	\$ 1,421,518	\$ 34,816	\$ 1,456,334	\$ 1,531,460
Medicaid	-	23,428,201	170,357	23,598,558	22,409,638
Client resources	-	103,687	-	103,687	93,447
Other third party payers	-	3,150	-	3,150	1,463
Public support	9,745	100,842	479,616	580,458	533,685
Private foundations	-	18,000	125,618	143,618	192,163
Production/service income	-	83,429	2,550	85,979	119,584
Investment	-	4,917	-	4,917	24,647
State of New Hampshire - DDS	-	1,352,063	-	1,352,063	1,368,101
Management fees	-	14,400	-	14,400	14,400
Paycheck Protection Program loan forgiveness	-	2,739,774	-	2,739,774	-
Other	1,362	825,668	557,082	1,382,750	1,213,220
TOTAL FUNCTIONAL REVENUES	\$ 11,107	\$ 30,095,649	\$ 1,370,039	\$ 31,465,688	\$ 27,501,808

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL ALN	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
<u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-5000734-42106802	\$ 3,947
Promoting Safe and Stable Families	93.556	102-5000734-42107306	4,923
Temporary Assistance for Needy Families	93.558	102-5000734-45030353	92,034
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	34,733
			<u>126,767</u>
Maternal & Child Health Services Block Grant for States	93.994	102-5000734-90004009	5,965
Social Services Block Grant	93.667	102-5000734-42106603	73,536
Department of Health and Human Services, Office of Human Services			
Social Services Block Grant	93.667	05-95-48-481010-9255	<u>150,098</u>
			<u>223,634</u>
Child Abuse and Neglect Discretionary Activities	93.670	102-5000731-90070470	<u>34,360</u>
AGING CLUSTER			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	<u>20,408</u>
Passed through Southern NH Services			
CCDF CLUSTER			
Child Care and Development Block Grant	93.575	NONE	<u>10,000</u>
Total U.S. Department of Health and Human Services			<u>\$ 430,004</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Long Term Supports and Services			
Special Education - Grants for Infants and Families	84.181A	05-95-93-930010-7852	<u>\$ 102,760</u>
Total U.S. Department of Education			<u>\$ 102,760</u>
<u>U.S. DEPARTMENT OF THE TREASURY</u>			
Passed through State of New Hampshire			
Governor's Office of Emergency Relief and Recovery			
COVID-19 Long Term Care Stabilization Program			
Coronavirus Relief Fund	21.019	NONE	<u>\$ 764,142</u>
Total U.S. Department of the Treasury			<u>\$ 764,142</u>
<u>U.S. DEPARTMENT OF JUSTICE</u>			
Passed through State of New Hampshire Department of Justice			
Crime Victims Assistance	16.575	2018-V2-GX-0036	<u>\$ 91,027</u>
Total U.S. Department of Justice			<u>\$ 91,027</u>
Total expenditures of federal awards			<u>\$ 1,387,933</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

NOTE 1 BASIS OF PRESENTATION

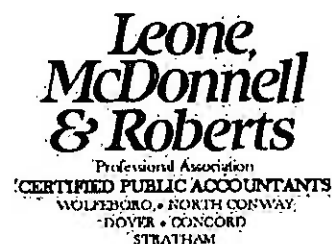
The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Lakes Region Community Services Council, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lakes Region Community Services Council, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of Lakes Region Community Services Council, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

Lakes Region Community Services Council, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.



LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lakes Region Community Services Council, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2021, and have issued our report thereon dated October 13, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lakes Region Community Services Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

*Leone McDowell & Roberts,
Professional Association*

Wolfeboro, New Hampshire

October 13, 2021

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

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

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Lakes Region Community Services Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lakes Region Community Services Council, Inc.'s major federal programs for the year ended June 30, 2021. Lakes Region Community Services Council, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Lakes Region Community Services Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Lakes Region Community Services Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Lakes Region Community Services Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Lakes Region Community Services Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of Lakes Region Community Services Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Lakes Region Community Services Council, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Leone McDonnell Roberts,
Professional Association

Wolfboro, New Hampshire
October 13, 2021

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Lakes Region Community Services Council, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Community Services Council, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Lakes Region Community Services Council, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as major programs were: U.S. Department of the Treasury, Coronavirus Relief Fund, ALN 21.019 and U.S. Department of Health and Human Services, Social Services Block Grant, ALN 93.667.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Lakes Region Community Services Council, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

Lakes Region Community Services

**Board of Directors 2021 – 2022
Board List**

Carrie Chase, President

Gary Lemay, Vice President

Lynn Hilbrunner, Secretary

Jeanin Onos, Treasurer

R. Stuart Wallace, Past President

Margaret Selig, Member-at-Large

DIRECTORS

Randy Perkins

Richard Crocker

Garrett Lavallee

Catherine Walker

Thomas Costigan Jr.

Kurt Christensen

Kirk Beattie

Pamela Hannett

Emily Fortson

Eric Adams

Matthew Canfield, *Director Emeritus*



Rebecca L. Bryant

EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

• Management Award

• NH Small Business Institute Project of the Year

• Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

Director of Finance April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

Hyperion Administrator July 2000-August 2000

Assistant Hyperion Administrator January 1999-July 2000

Assistant Treasury Manager October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

SKILLS, CERTIFICATIONS

- ♦ Justice of the Peace, State of New Hampshire
- ♦ Notary Public, State of New Hampshire
- ♦ Leadership Lakes Region Class of 2008
- ♦ Proficiency in all Microsoft Office Applications
- ♦ Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
 - ♦ Paylocity, ADP and Harper's Payroll Systems
 - ♦ Business Process Kaizen
 - ♦ LEAN.

BOARD SERVICE

- ♦ Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- ♦ Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- ♦ Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
 - ♦ Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
 - ♦ Board Member, Genera Corporation, 2016 – Current
 - ♦ Corporator, Franklin Savings Bank

COMMUNITY SERVICE

- ♦ Middle Level Steering Committee, Moultonborough School District 2017 – Current
- ♦ Superintendent Search Committee, Moultonborough School District, 2016 - 2017
 - ♦ Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
 - ♦ Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
 - ♦ Den leader, Cub Scout Pack 369 2005 – 2015
 - ♦ Advancements Chair, Cub Scout Pack 369 2005 – 2009
- ♦ Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
 - ♦ Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
 - ♦ Youth Basketball Coach 2013 – 2014
 - ♦ Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
 - ♦ Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010

~References Available Upon Request~

Shelley Kelleher

Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$30M and 400 employees.

- Oversee agency Risk Management program.
- Prepare and manage contracts with funding sources and vendors.
- Responsible for all funding compliance for New Hampshire Department of Health and Human Services (NH DHHS) and Center for Medicare and Medicaid Services (CMS).
- Ensure compliance with applicable state and federal labor regulations.
- Report to and work closely with the Board of Directors and the President & CEO.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.

- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000

Merisel, Incorporated

Marlborough, MA

NAM Reporting and Financial Analysis Manager-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

State Street Bank & Trust Company

Quincy, MA

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Studies in Law
Wake Forest University Law School
Winston Salem, NC

December 2019
Business Law and Compliance Certificate

Master of Business Administration
Bentley University, Waltham, MA
Concentration: Finance

May 1993
Graduate School of Business

BA in Economics and Political Science
University of Massachusetts, Boston, MA

July 1987
School of Arts and Sciences

Volunteer

Got Lunch! Laconia

2018 and 2019

Greater Lakes Region Child Advocacy Center
-Treasurer

2009-2012

Erin Pettengill, M.S.

WORK EXPERIENCE

Family Resource Center Director- December 1, 2015-present Lakes Region Community Services
Laconia, NH

As the director of the Family Resource Center I am responsible for the comprehensive family support services for 1200 families in Central NH. I oversee the management of programs including Early Supports and Services, the Autism Center, Step Ahead. I am responsible for staff of 20, including physical therapists, family support aides and program managers. A significant part of my job is to research and apply for grants to support families in catchment area. Grants awarded include funding from the Linden Foundation, Pardoe Foundation and the Van Otterloo Grant. I also represent LRCS on community and statewide initiatives, ensuring collaboration with area agencies and organizations.

Transition Coordinator- September 2010- November 2015 Lakes Region Community Services
Plymouth, NH

Part of the transition coordinators role is to work with families, individual, school systems and other various agencies to advocate and develop a plan for when an individual enters adult services. Part of the planning process includes facilitating the guardianship process, conducting state interviews, developing a budget based on the needs and support of the individual and coordinating services based on the money allocated. This job requires proficiency in social security benefits, Medicaid, state regulations and community connections. In conjunction with this role I became a certified START coordinator for the state of New Hampshire, with the focus on supporting dual diagnosed individuals.

In Home Counselor- July 2007 – July 2010

Family Preservation Community Services, Asheville, NC
Nonprofit Charitable Organizations

As an In Home Counselor for foster care my job was to supervise the foster parents. Additionally, I counseled the foster children in the home and provided crisis stabilization when needed. My other responsibilities included but were not limited to arranging team meetings, being a liaison between the foster family and other support members (Department of Social Services, community support, school districts, etc.). I was also responsible for providing documentation of visits and monitoring their books for certifications purposes. My primary duty was to make sure that the foster home ran smoothly and to develop solutions for any problems that arose.

EDUCATION:

Bachelor's Degree, 8/ 2000 – 12/2004 Keene State College | Keene, NH

Master's Degree in Counseling, 9/2009-3/2012 Capella University | Minneapolis, MN

SKILLS:

Certified Work Incentives Benefits Specialist

Certified START Coordinator

Qualified Mental Health Professional

REFERENCES

References available upon request

Lakes Region Community Services Council

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Bryant	President & CEO	150,000	0	0
Shelley Kelleher	Vice President & CFO	115,000	0	0
Erin Pettengill	VP of Family Resource Center	75,000	39	29,224

13
max



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

Loel A. Sbibinette
Commissioner

Patricia M. Tilley
Director

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

October 18, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into amendments to existing contracts with the Contractors listed below to expand the workforce of Community Collaboration services, by providing a service array of best practice parental assistance programming to the Manchester and Winnepesaukee communities to reduce child maltreatment and the risk of children entering foster care, and to address influencing factors due to COVID-19 as they relate to priority populations, including racial and ethnic minorities and rural populations, by increasing the total price limitation by \$559,950 from \$3,128,266 to \$3,688,216 with no changes to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on July 31, 2019, item #18, amended on August 26, 2020, item #19, and most recently amended on February 3, 2021, item #11.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Amoskeag Health, Manchester, NH	157274-B001	Greater Manchester Area	\$1,576,341	\$275,000	\$1,851,341
Lakes Region Community Services Council, Laconia, NH	177251-B002	Winnepesaukee Region	\$1,551,925	\$284,950	\$1,836,875
		Total:	\$3,128,266	\$559,950	\$3,688,216

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to expand the workforce that supports underserved families and to provide direct services to families impacted by economic, mental health and health issues due to COVID-19. Community Collaboration Navigator staff supports family connections to needed services, which may include mental health, health care, substance use disorder services, financial and budgeting supports, food programs, and other resources. Services will focus on providing resources to families with young children, and on creating system-level changes that ensure a more coordinated service delivery for families.

Approximately 400 families will be served during State Fiscal Years 2022 and 2023.

The Contractors use community and state networks to connect families to the services they need to support self-sufficiency and economic stability. The Contractors will continue supporting the development of collaborative educational programs and professional partnerships within the targeted communities. This includes designing prevention programs, parent education programs, and programs that offer alternatives to out-of-home placement for children. The Contractors define strengths and gaps among service providers and identify training needs. Additionally, the Contractors promote prevention and service programs through outreach and marketing in order to increase parent and community awareness of available services.

The Department will monitor services by:

- Reviewing the process and outcome measures identified in the quarterly reports submitted by the Contractors;
- Meeting with the Contractors monthly to ensure compliance with contractual requirements; and
- Ensuring the Contractors participate in trainings as determined by the Department.


Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention services within the targeted communities identified by the Department as needing the greatest amount of prevention supports and services.

Areas served: Greater Manchester and Winnepesaukee public health regions.

Source of Federal Funds: Assistance Listing Number #93.391, FAIN #NH75OT000031.

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. Shibinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION
SFY 22-23 CONTRACT AMENDMENT #3**

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES (100% GENERAL FUNDS)

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	645-504004	General Funds for Other	42105746		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	645-504004	General Funds for Other	42105746		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	645-504004	General Funds for Other	42105746		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	645-504004	General Funds for Other	42105746		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00
					TOTAL 2958 AU:	\$1,400,000.00	\$0.00	\$1,400,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% GENERAL FUNDS

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
SFY 2023	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
					Subtotal	\$450,000.00	\$0.00	\$450,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
SFY 2023	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
					Subtotal	\$450,000.00	\$0.00	\$450,000.00
					Total 7047 AU:	\$900,000.00	\$0.00	\$900,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% FEDERAL FUNDS

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$176,341.00		\$176,341.00	\$0.00	\$176,341.00
SFY 2022	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$0.00	\$75,000.00
SFY 2023	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$0.00	\$75,000.00
					Subtotal	\$426,341.00	\$0.00	\$426,341.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$151,925.00		\$151,925.00	\$0.00	\$151,925.00
SFY 2022	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$9,950.00	\$84,950.00
SFY 2023	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$0.00	\$75,000.00
					Subtotal	\$401,925.00	\$9,950.00	\$411,875.00
					TOTAL 7047 AU:	\$828,266.00	\$9,950.00	\$838,216.00

05-95-9090-901010-5771 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 PUBLIC HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES 100% FEDERAL FUNDS
 CFDA #93.391, FAIN# NH750T000031, DHHS, Center for Disease Control and Prevention

1. Amokaaq Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
SFY 2023	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
					<i>Subtotal</i>	<i>\$0.00</i>	<i>\$275,000.00</i>	<i>\$275,000.00</i>

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
SFY 2023	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
					<i>Subtotal:</i>	<i>\$0.00</i>	<i>\$275,000.00</i>	<i>\$275,000.00</i>
					TOTAL 5771 AU:	\$0.00	\$550,000.00	\$550,000.00
					GRAND TOTAL:	\$3,128,266.00	\$559,950.00	\$3,688,216.00

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Community Collaborations to Strengthen and Preserve Families contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lakes Region Community Services Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), as amended on August 26, 2020, (Item #19), and as amended on February 3, 2021 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Amendment, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
Lakes Region Community Services Council
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,836,875.
3. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.5, Paragraph 3.3.1, to read:
3.5.1. PFS:2 Concrete Supports Subscale Survey; and
4. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.5, Paragraph 3.3.2, to read:
3.5.2. PFS-2, Retrospective (pre/post) Survey
5. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.7, Paragraph 3.8.2, to read:
3.7.2. Explore, incorporate, and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of the collective impact.
6. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.7, Paragraph 3.9.3, to read:
3.7.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.
7. Modify Exhibit A, Scope of Services, Section 4, to read:
 4. Reporting Requirements
 - 4.1. The Contractor shall review and utilize the NH Division of Public Health Services Equity Review Toolkit for guidance on ensuring equity in community engagement and the collection of data, including Race, Ethnicity and Linguistic (REAL) and Sexual Orientation and Gender Identity (SOGI) data, prior to work plan development or programming implementation.
 - 4.2. The Contractor shall submit annual and interim reports on process and outcome measures for each area under study, for quality improvement and recommendations. The Contractor shall ensure reports include:
 - 4.2.1. The number of Family Support Specialist, Community Health Worker and Case Manager positions supported with COVID-19 Health Disparities and Community

Collaborations grant funding;

- 4.2.2. The number and type of trainings provided to Family Support Specialists, Community Health Workers and Case Managers through COVID-19 Health Disparities and Community Collaborations funding;
 - 4.2.3. The number of agency and Community Health Worker staff enrolled as providers of NH EASY, which supports individual connections to economic supports thereby minimizing COVID-19 impacts;
 - 4.2.4. The total number of cases per Community Health Worker;
 - 4.2.5. The total number of COVID-19 encounters per Community Health Worker;
 - 4.2.6. The demographics of family members served including, but not limited to:
 - 4.2.6.1. Race;
 - 4.2.6.2. Ethnicity; and
 - 4.2.6.3. Primary language spoken;
 - 4.2.7. The number of COVID-19 encounters providing communication about COVID-19 risk factors, mitigation and prevention; and
 - 4.2.8. The number of other navigation and support services provided to address COVID-19 risk factors, which include, but are not limited to:
 - 4.2.8.1. Employment services.
 - 4.2.8.2. Economic services.
 - 4.2.8.3. Child care services.
 - 4.2.8.4. Health care services.
 - 4.3. The Contractor shall provide a quarterly summary of PFS-2 Surveys completed under the Community Collaborations project that includes:
 - 4.3.1. The percentage of families with increased protective factors; and
 - 4.3.2. Types of needs identified for families served.
8. Modify Exhibit A, Scope of Services, by adding Section 6, to read:
6. Contract Monitoring Provisions
 - 6.1. The Contractor shall submit quarterly reports that identify contract activities conducted in the previous quarter.
 - 6.2. The Contractor shall participate in monthly meetings with the Department to ensure compliance with the contractual requirements.
 - 6.3. The Contractor shall participate in trainings, as determined by the Department.
9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section.2, to read:
2. This agreement is funded by:
 - 2.1 22% Federal funds from Community Collaboration to Strengthen and Preserve Families in NH: A Prevention, Public Health, Cross-Sector Approach, as awarded on June 30, 2021 by the U.S Department of Health & Human Services, Administration for Children and Families, ALN 93.670, FAIN 90CA1858.
 - 2.2 15% Federal funds from NH Initiative to Address COVID-19 Health Disparities, as awarded on June 1, 2021 by the U.S Department of Health & Human Services, Centers for Disease Control and Prevention , ALN 93.391, FAIN NH75OT000031.
 - 2.3 63% General funds

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, to read:

4. Payment for said services shall be made monthly as follows:

- 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-5, Amendment #3, Budget.
- 4.2. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of each month. The Contractor shall:
 - 4.2.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2.2. Ensure the invoice identifies and requests payment for allowable expenses incurred in the previous month.
 - 4.2.3. Provide supporting documentation of allowable costs that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.2.4. Ensure the invoice is completed, signed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
- 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documents, subsequent to approval of the submitted invoice and supporting documents, and if sufficient funds are available.

11. Modify Exhibit B-4, Amendment #2, Budget by replacing it in its entirety with Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

12. Modify Exhibit B-5, Amendment #2, Budget, by replacing it in its entirety with Exhibit B-5, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

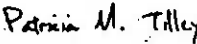
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

10/22/2021

Date

DocuSigned by:

Name: Patricia M. Tilley
Title: Director

Lakes Region Community Services Council

10/19/2021

Date

DocuSigned by:

Name: Rebecca Bryant
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

10/26/2021

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4, Amendment #3, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Lakes Region Community Services Council

Budget Request for: RFP-2019-DPHS-23-COAMU-01-A03

Budget Period: SFY 2022 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 148,167.58	\$ -	\$ 148,167.58	\$ -	\$ -	\$ -	\$ 148,167.58	\$ -	\$ 148,167.58
2. Employee Benefits	\$ 57,005.36	\$ -	\$ 57,005.36	\$ -	\$ -	\$ -	\$ 57,005.36	\$ -	\$ 57,005.36
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,450.00	\$ -	\$ 1,450.00	\$ -	\$ -	\$ -	\$ 1,450.00	\$ -	\$ 1,450.00
Rental	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,189.50	\$ -	\$ 2,189.50	\$ -	\$ -	\$ -	\$ 2,189.50	\$ -	\$ 2,189.50
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 19,950.00	\$ -	\$ 19,950.00	\$ -	\$ -	\$ -	\$ 19,950.00	\$ -	\$ 19,950.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
7. Occupancy	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
Insurance	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
11. Staff Education and Training	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
12. Subcontracts/Agreements	\$ 145,307.58	\$ -	\$ 145,307.58	\$ -	\$ -	\$ -	\$ 145,307.58	\$ -	\$ 145,307.58
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
parent barrier resolution incentives	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 447,450.00	\$ -	\$ 447,450.00	\$ -	\$ -	\$ -	\$ 447,450.00	\$ -	\$ 447,450.00

Indirect As A Percent of Direct

0.0%

Exhibit B-5, Amendment #3, Budget

New Hampshire Department of Health and Human Services												
Contractor Name: Lakes Region Community Services Council												
Budget Request for: RFP-2019-DPHS-23-COMMU-01-A03												
Budget Period: SFY 2023 July 1, 2022 - June 30, 2023												
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share			Total		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 147,818.56	\$ -	\$ 147,818.56	\$ -	\$ -	\$ -	\$ 147,818.56	\$ -	\$ -	\$ 147,818.56	\$ -	\$ -
2. Employee Benefits	\$ 59,046.82	\$ -	\$ 59,046.82	\$ -	\$ -	\$ -	\$ 59,046.82	\$ -	\$ -	\$ 59,046.82	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -
Rental	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ -	\$ 650.00	\$ -	\$ -
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -
7. Occupancy	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	\$ -	\$ -
Insurance	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 8,665.20	\$ -	\$ 8,665.20	\$ -	\$ -	\$ -	\$ 8,665.20	\$ -	\$ -	\$ 8,665.20	\$ -	\$ -
11. Staff Education and Training	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ -	\$ -
12. Subcontracts/Agreements	\$ 145,271.82	\$ -	\$ 145,271.82	\$ -	\$ -	\$ -	\$ 145,271.82	\$ -	\$ -	\$ 145,271.82	\$ -	\$ -
13. Other (specify details mandatory): -parent barrier resolution incentives	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	\$ -	\$ -
TOTAL	\$ 437,500.00	\$ -	\$ 437,500.00	\$ -	\$ -	\$ -	\$ 437,500.00	\$ -	\$ -	\$ 437,500.00	\$ -	\$ -

Indirect As A Percent of Direct

0.0%

11
MAC



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

Lori A. Shilbnette
Commissioner

Lisa M. Morris
Director

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

December 9, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnipesaukee and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by \$1,200,000 from \$1,928,266 to \$3,128,266 and by extending the completion dates from June 30, 2021, to June 30, 2023, effective upon Governor and Council approval. 70% General Funds and 30% Federal Funds.

The original contracts were approved by Governor and Council on July 31, 2019 (Item #18), and most recently amended with Governor and Council approval on August 26, 2020, Item #19.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Amoskeag Community Health	157274-B001	Manchester	\$976,341	\$600,000	\$1,576,341
Lakes Region Community Services	177251-B002	Laconia	\$951,925	\$600,000	\$1,551,925
		Total:	\$1,928,266	\$1,200,000	\$3,128,266

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because a previous amendment increased funding by more than ten percent (10%) of the total contract price limitation. The previous amendment added additional funding for the Contractors to design evidence-based programs.

The purpose of this request is to extend the agreements and to add reporting requirements. The two Community Collaborations contracts are currently bringing various agencies and representatives together to create an upstream approach for the prevention of child maltreatment services. These contracts are focused on providing services to early childhood families and creating system level changes to ensure a more coordinated service delivery for families. The Contractors use community and state networks to connect families to the services they need to support self-sufficiency and economic stability.

Approximately 400 families will be served from July 31, 2019, through June 30, 2023.

The Contractors will continue to support the development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, parent education, and programs that offer alternatives to out-of-home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families. The Contractors will provide additional reporting, per federal regulatory requirements, which includes quality reviews on the populations being served. The purpose of this additional reporting is to evaluate the services provided and to adjust delivery accordingly to best meet the needs of families.

The following performance measures will be used to measure the effectiveness of the contracts:

- Every six (6) months, 90% of Community Implementation Teams (CIT) membership will participate in Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT teams shall attend 90% of coaching sessions.

As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesaukee Public Health Region.

Source of Funds: 70% General Funds and 30% Federal Funds.

Respectfully submitted,



TL
Lori A. Shibinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION
SFY 22-23 CONTRACT RENEWAL**

05-95-042-421010-2858 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES (100% GENERAL FUNDS)

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	845-504004	General Funds for Other	42105748		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	845-504004	General Funds for Other	42105748		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	845-504004	General Funds for Other	42105748		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	845-504004	General Funds for Other	42105748		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00
					TOTAL 2958 AU:	\$1,400,000.00	\$0.00	\$1,400,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% GENERAL FUNDS

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
SFY 2023	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
					Subtotal		\$450,000.00	\$450,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
SFY 2023	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
					Subtotal		\$450,000.00	\$450,000.00
					Total	\$0.00	\$900,000.00	\$900,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% FEDERAL FUNDS

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$176,341.00		\$176,341.00	\$0.00	\$176,341.00
SFY 2022	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
SFY 2023	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
					Subtotal	\$276,341.00	\$150,000.00	\$426,341.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$151,925.00		\$151,925.00	\$0.00	\$151,925.00
SFY 2022	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
SFY 2023	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
					Subtotal	\$251,925.00	\$150,000.00	\$401,925.00
					TOTAL 7047 AU:	\$528,266.00	\$300,000.00	\$828,266.00

					Grand Total:	\$1,928,266.00	\$1,200,000.00	\$3,128,266.00
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**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

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

Amendment #2 to the Community Collaborations to Strengthen and Preserve Families Contract

This 2nd Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), as amended on August 26, 2020, (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,551,925.

3. Modify Exhibit A, Scope of Services Section 3 Data Tracking, to read:

3. Reporting Requirements and Data Entry

3.1. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the QuickBase data system. The Protective Factors Surveys Online Data System (PFSODS) will also be used to collect parent surveys.

3.2. The Contractor shall maintain and collect data from the Outcome Tracking System, QuickBase, the Contractor shall collect the following:

3.2.1. Parent Data:

- 3.2.1.1 First, Last Name
- 3.2.1.2 DOB;
- 3.2.1.3 Medicaid ID;
- 3.2.1.4 Address;
- 3.2.1.5 Phone;
- 3.2.1.6 Town/City;
- 3.2.1.8 State;
- 3.2.1.9 Zip Code;
- 3.2.1.10 Email;
- 3.2.1.11 Other Languages Spoken;

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**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

- 3.2.1.12. Parent Education Status;
- 3.2.1.13. Sex;
- 3.2.1.14. Ethnicity;
- 3.2.1.15. Race;
- 3.2.1.16. Marital Status;
- 3.2.1.17. Household composition;
- 3.2.1.18. Military Family;
- 3.2.1.19. Disability status;
- 3.2.1.20. Employment status;
- 3.2.1.21. Health insurance status;
- 3.2.1.22. Housing type;
- 3.2.1.23. Transportation;
- 3.2.1.24. Public Assistance;
- 3.2.1.25. Telecommunications / Internet;
- 3.2.1.26. Preferred language
- 3.2.2. Child Data:
 - 3.2.2.1. First, Last;
 - 3.2.2.2. DOB / Age in Years;
 - 3.2.2.3. Child Primarily Lives With & Relationship to Child;
 - 3.2.2.4. Child Preferred Language;
- 3.2.3. All encounters captured in the QuickBase data system with the family members which shall include but not limited to:
 - 3.2.3.1. Types of services and service dates.
 - 3.2.3.2. Dates and types of supports provided to the family such as: parent education classes, support groups, home visits, virtual visits, and access to concrete supports.
- 3.2.4. All service referrals captured within the QuickBase data system to partner agencies which include:
 - 3.2.4.1. Date of referral.
 - 3.2.4.2. Purpose of referral.
 - 3.2.4.3. Name of agency referred to.
- 3.3. The Contractor shall obtain parental release/authorization to share Name, DOB and statistical information with the Department and the contractor will share the following data with the Department:
 - 3.3.1. Parent Data:
 - 3.3.1.1 First, Last name
 - 3.3.1.2 DOB;
 - 3.3.1.3. Medicaid ID;

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**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

- 3.3.1.4 QuickBase Family and Participant ID;
- 3.3.1.5. Town/City/ Zip Code; 3.3.1.6. Other Languages Spoken;
- 3.3.1.7. Parent Education Status;
- 3.3.1.8. Sex;
- 3.3.1.9. Ethnicity;
- 3.3.1.10. Race;
- 3.3.1.11. Marital Status;
- 3.3.1.12. Household composition;
- 3.3.1.13. Military Family;
- 3.3.1.14. Disability status;
- 3.3.1.15. Employment status;
- 3.3.1.16. Health insurance status;
- 3.3.1.17. Housing type;
- 3.3.1.18. Transportation;
- 3.3.1.19. Public Assistance;
- 3.3.1.20. Telecommunications / Internet;
- 3.3.1.21. Preferred language
- 3.3.1.22. PFS-2 Concrete Supports Subscale Parental Survey
- 3.3.1.23. PFS-2 Retrospective (Pre/Post) Parental Survey
- 3.3.2. Child Data:
 - 3.3.2.1. First, Last Name
 - 3.3.2.2. DOB / Age in Years ;
 - 3.3.2.3. QuickBase Family and Participant ID;
 - 3.3.2.4. Child Primarily Lives With & Relationship to Child;
 - 3.3.2.5. Child Preferred Language;
- 3.3.3. All encounters captured within the QuickBase data system provided with the family members, which shall include, but is not limited to:
 - 3.3.3.1. Type of contact with the family and Date.
 - 3.3.3.2. Type of services and supports and Date provided to the family, which includes:
 - 3.3.3.2.1. Parent support groups, parent education classes;
 - 3.3.3.2.2. Individual crisis support and educational topics reviewed during contact with the family such as injury prevention, nurturing and attachment, etc; and
 - 3.3.3.2.3. Concrete supports provided including facilitating access to EITC and economic resources.
- 3.3.4. All service referrals captured in the QuickBase data system, which shall include, but is not limited to:

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**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

- 3.3.4.1. Referral date.
- 3.3.4.2. Referral purpose.
- 3.3.4.3. Name of agency referred to.
- 3.4. The Contractor shall utilize the PFSODS to collect parental surveys which are used as a tool to measure increases in parental protective factors as well as to determine immediate needs and inform service planning during the family intake process.
- 3.5. The Contractor shall provide to the Department at least quarterly new Protective Factors Surveys completed for each parent enrolled in the Community Collaborations program. The PFS-2 Concrete Supports Subscale Survey shall be completed at the intake stage to determine immediate needs and assist in initial service planning with the family. The PFS-2 Retrospective Survey shall be completed at 6 months and can be repeated and/or after at least 12 hours of services received by the family. The surveys sent to the Department shall include:
 - 3.3.1. PFS-2 Concrete Supports Subscale survey; and
 - 3.3.2. PFS-2, Retrospective (pre/post) Survey
- 3.6. The Contractor shall ensure the Outcome Tracking System is HIPPA Compliant with 42 CFR Part 2 in the event that any of the information is either a Part 2 record or information, and compliant with all applicable state confidentiality laws, and is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the pre-implementation planning period of Community Collaborations. The Contractor shall:
 - 3.6.1. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.
 - 3.6.2. Use the Predict, Align, Prevent data modeling to inform targeted service innovations within the contractor community which should include engagement with state, PAP program staff, community implementation team members and update to the evaluator on what those planned innovations are as outlined in the Plan Do Study Act cycles.
 - 3.6.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.
 - 3.6.4. Track local data and monitor process and outcome indicators involved in the Boundary Spanning Leadership (BSL) framework and Community Implementation Team (CIT) implementation.
 - 3.6.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.
 - 3.6.6. Engage in pre-implementation trainings such as: (1) QuickBase data platform, (2) Protective Factors Survey-2 tool administration and (3) Onboarding Staff to data collection relating to Data Collection and family engagement in the intake process.
- 3.7. The Contractor shall work collaboratively under the direction of the Department, with the State-identified Evaluation Contractor. This work shall include, but is not limited to:
 - 3.7.1. Facilitating cross-system data definition processes and managing a shared-outcomes defining process and outcomes tracking system which shall



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

include, but is not limited to:

- 3.7.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.
 - 3.7.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.
 - 3.7.1.3. Sharing of pre-defined regional data definitions.
 - 3.7.1.4. Establishment of shared measures of success.
 - 3.7.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.
 - 3.7.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.
 - 3.7.1.7. Participation in outcomes tracking system training and technical assistance.
 - 3.7.1.8. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.
 - 3.8.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective impact.
 - 3.9.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.
4. Modify Exhibit A, Scope of Services Section 4 Reporting, Subsection 4.1, to read:
- 4.1 The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations.
5. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
- 4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-5 Amendment #2, Budget.
6. Add Exhibit B-4 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-5 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

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**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

1/6/2021

Date

DocuSigned by:

Lisa M. Morris

0938D8F8CA54A0...

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

Lakes Region Community Services

1/5/2021

Date

DocuSigned by:

Rebecca Bryant

1090EE9378DC4E0...

Name: Rebecca Bryant

Title: CEO



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

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

OFFICE OF THE ATTORNEY GENERAL

1/6/2021

Date

DocuSigned by:

D5CA9702E32C4AE...

Name: Catherine Pinos

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:

Letter B-4 Amendment #2, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Lakes Region Community Services Council
 Budget Request For: Community Collaborations
 Paper No:
 Budget Period: FY21-2022

Line Item	Total Program Cost		Contractor Share / Match			Funded by DE-93 cont. or share	
	Budget	Total	Cost	Share	Total	Cost	Total
1. 1200 Personnel	121,488.00	121,488.00				121,488.00	121,488.00
2. 1210 Supplies	48,534.16	48,534.16				48,534.16	48,534.16
3. 1220 Materials	1,150.00	1,150.00				1,150.00	1,150.00
4. 1230 Travel	300.00	300.00				300.00	300.00
5. 1240 Rental and Maintenance	3,198.00	3,198.00				3,198.00	3,198.00
6. 1250 Professional Services							
7. 1260 Buildings							
8. 1270 Subcontract	10,000.00	10,000.00				10,000.00	10,000.00
9. 1280 Equipment							
10. 1290 Other	800.00	800.00				800.00	800.00
11. 1300 Contract	7,000.00	7,000.00				7,000.00	7,000.00
12. 1310 Contract	8,000.00	8,000.00				8,000.00	8,000.00
13. 1320 Contract	1,000.00	1,000.00				1,000.00	1,000.00
14. 1330 Contract	1,000.00	1,000.00				1,000.00	1,000.00
15. 1340 Contract	1,000.00	1,000.00				1,000.00	1,000.00
16. 1350 Contract	1,000.00	1,000.00				1,000.00	1,000.00
17. 1360 Contract	1,000.00	1,000.00				1,000.00	1,000.00
18. 1370 Contract	1,000.00	1,000.00				1,000.00	1,000.00
19. 1380 Contract	1,000.00	1,000.00				1,000.00	1,000.00
20. 1390 Contract	1,000.00	1,000.00				1,000.00	1,000.00
21. 1400 Contract	1,000.00	1,000.00				1,000.00	1,000.00
22. 1410 Contract	1,000.00	1,000.00				1,000.00	1,000.00
23. 1420 Contract	1,000.00	1,000.00				1,000.00	1,000.00
24. 1430 Contract	1,000.00	1,000.00				1,000.00	1,000.00
25. 1440 Contract	1,000.00	1,000.00				1,000.00	1,000.00
26. 1450 Contract	1,000.00	1,000.00				1,000.00	1,000.00
27. 1460 Contract	1,000.00	1,000.00				1,000.00	1,000.00
28. 1470 Contract	1,000.00	1,000.00				1,000.00	1,000.00
29. 1480 Contract	1,000.00	1,000.00				1,000.00	1,000.00
30. 1490 Contract	1,000.00	1,000.00				1,000.00	1,000.00
31. 1500 Contract	1,000.00	1,000.00				1,000.00	1,000.00
32. 1510 Contract	1,000.00	1,000.00				1,000.00	1,000.00
33. 1520 Contract	1,000.00	1,000.00				1,000.00	1,000.00
34. 1530 Contract	1,000.00	1,000.00				1,000.00	1,000.00
35. 1540 Contract	1,000.00	1,000.00				1,000.00	1,000.00
36. 1550 Contract	1,000.00	1,000.00				1,000.00	1,000.00
37. 1560 Contract	1,000.00	1,000.00				1,000.00	1,000.00
38. 1570 Contract	1,000.00	1,000.00				1,000.00	1,000.00
39. 1580 Contract	1,000.00	1,000.00				1,000.00	1,000.00
40. 1590 Contract	1,000.00	1,000.00				1,000.00	1,000.00
41. 1600 Contract	1,000.00	1,000.00				1,000.00	1,000.00
42. 1610 Contract	1,000.00	1,000.00				1,000.00	1,000.00
43. 1620 Contract	1,000.00	1,000.00				1,000.00	1,000.00
44. 1630 Contract	1,000.00	1,000.00				1,000.00	1,000.00
45. 1640 Contract	1,000.00	1,000.00				1,000.00	1,000.00
46. 1650 Contract	1,000.00	1,000.00				1,000.00	1,000.00
47. 1660 Contract	1,000.00	1,000.00				1,000.00	1,000.00
48. 1670 Contract	1,000.00	1,000.00				1,000.00	1,000.00
49. 1680 Contract	1,000.00	1,000.00				1,000.00	1,000.00
50. 1690 Contract	1,000.00	1,000.00				1,000.00	1,000.00
51. 1700 Contract	1,000.00	1,000.00				1,000.00	1,000.00
52. 1710 Contract	1,000.00	1,000.00				1,000.00	1,000.00
53. 1720 Contract	1,000.00	1,000.00				1,000.00	1,000.00
54. 1730 Contract	1,000.00	1,000.00				1,000.00	1,000.00
55. 1740 Contract	1,000.00	1,000.00				1,000.00	1,000.00
56. 1750 Contract	1,000.00	1,000.00				1,000.00	1,000.00
57. 1760 Contract	1,000.00	1,000.00				1,000.00	1,000.00
58. 1770 Contract	1,000.00	1,000.00				1,000.00	1,000.00
59. 1780 Contract	1,000.00	1,000.00				1,000.00	1,000.00
60. 1790 Contract	1,000.00	1,000.00				1,000.00	1,000.00
61. 1800 Contract	1,000.00	1,000.00				1,000.00	1,000.00
62. 1810 Contract	1,000.00	1,000.00				1,000.00	1,000.00
63. 1820 Contract	1,000.00	1,000.00				1,000.00	1,000.00
64. 1830 Contract	1,000.00	1,000.00				1,000.00	1,000.00
65. 1840 Contract	1,000.00	1,000.00				1,000.00	1,000.00
66. 1850 Contract	1,000.00	1,000.00				1,000.00	1,000.00
67. 1860 Contract	1,000.00	1,000.00				1,000.00	1,000.00
68. 1870 Contract	1,000.00	1,000.00				1,000.00	1,000.00
69. 1880 Contract	1,000.00	1,000.00				1,000.00	1,000.00
70. 1890 Contract	1,000.00	1,000.00				1,000.00	1,000.00
71. 1900 Contract	1,000.00	1,000.00				1,000.00	1,000.00
72. 1910 Contract	1,000.00	1,000.00				1,000.00	1,000.00
73. 1920 Contract	1,000.00	1,000.00				1,000.00	1,000.00
74. 1930 Contract	1,000.00	1,000.00				1,000.00	1,000.00
75. 1940 Contract	1,000.00	1,000.00				1,000.00	1,000.00
76. 1950 Contract	1,000.00	1,000.00				1,000.00	1,000.00
77. 1960 Contract	1,000.00	1,000.00				1,000.00	1,000.00
78. 1970 Contract	1,000.00	1,000.00				1,000.00	1,000.00
79. 1980 Contract	1,000.00	1,000.00				1,000.00	1,000.00
80. 1990 Contract	1,000.00	1,000.00				1,000.00	1,000.00
TOTAL	300,000.00	300,000.00				300,000.00	300,000.00

Submitted As A Percent of Budget 8%

RB

Exhibit B-5 Amendment #2, Budget

New Hampshire Department of Health and Human Services

Contract Name: Lakes Region Community Service Council

Budget Request for: Community Collaborations

Fiscal Year: 2021

Budget Period: 11/01/2020-10/31/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by ES&S Fund and Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Expenditures	128,874.00		128,874.00				128,874.00		128,874.00
2. Employee Benefits	50,428.00		50,428.00				50,428.00		50,428.00
3. Equipment	300.00		300.00				300.00		300.00
4. Furniture	300.00		300.00				300.00		300.00
5. Repair and Maintenance	600.00		600.00				600.00		600.00
6. Supplies	10,000.00		10,000.00				10,000.00		10,000.00
7. Travel	600.00		600.00				600.00		600.00
8. Training	7,000.00		7,000.00				7,000.00		7,000.00
9. Conferences	8,000.00		8,000.00				8,000.00		8,000.00
10. Capital Expenses									
11. Construction									
12. Information Technology									
13. Subscriptions									
14. Audit and Legal	1,100.00		1,100.00				1,100.00		1,100.00
15. Insurance	850.00		850.00				850.00		850.00
16. Other Expenses									
17. Other									
18. Information Communications	8,000.00		8,000.00				8,000.00		8,000.00
19. Staff Expenses and Training	40,000.00		40,000.00				40,000.00		40,000.00
20. Subcontract Agreements	14,000.00		14,000.00				14,000.00		14,000.00
21. Other (Specify in detail narrative)	8,300.00		8,300.00				8,300.00		8,300.00
22. Special Service (Specify in detail narrative)									
TOTAL	302,600.00		302,600.00				302,600.00		302,600.00

Percent of Direct: 0%



Lori A. Shilbette
Commissioner

Lisa M. Morris
Director

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

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

July 22, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnepesaukee and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by \$328,266 from \$1,600,000 to \$1,928,266 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on July 31, 2019 (Item #18). 39% Federal Funds. 61% General Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the increase in funding exceeds ten percent (10%) of the original contract price limitation. As previously stated, the original contract was approved by Governor and Council on July 31, 2019 (Item #18).

The purpose of this request is to increase funds to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The two Community Collaboration contracts are currently bringing various agencies and representatives together to create an upstream approach to prevention of child maltreatment services. These contracts are focused on providing services to families and creating system level changes to a more coordinated-service delivery for families. Providers are currently implementing best practices and will begin enrolment within the next few weeks. Providers have designed a family navigation entry point at their agencies that will provide intake, screening, crisis support, advocacy, warm handoffs, and cross system case management to coordinate services. During the time of the initial contract procurement, the available general funds were not present due to the continuing resolution. With the addition of the Parental Assistance Program funds in general funds, New Hampshire wants to strengthen the capacity in these two Community Collaboration sites through these contracts. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs,

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

parent education, and programs that offer alternatives to out of home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnepesaukee Public Health Region.

Source of Funds: 39% Federal Funds, CFDA #93.670, FAIN #90CA1858 US DHHS, Administration on Children, Youth, and Families (ACYF), Children's Bureau, Community Collaboration to Strengthen and Preserve Families in NH; and 61% General Funds.

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. Shibinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION**

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

1. Amoskeag Health, Vendor #157274-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
2021	645-504004	General Funds for Other	42105745		\$200,000.00	\$200,000.00	\$100,000.00	\$300,000.00
					Subtotal	\$600,000.00	\$100,000.00	\$700,000.00

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
2021	645-504004	General Funds for Other	42105745		\$200,000.00	\$200,000.00	\$100,000.00	\$300,000.00
					Subtotal	\$600,000.00	\$100,000.00	\$700,000.00
					Total 2958 AU:	\$1,200,000.00	\$200,000.00	\$1,400,000.00

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION**

**05-95-090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION
OF PUBLIC HEALTH, COMMUNITY COLLABORATION**

1. Amoskeag Health, Vendor #147274-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
2021	102-500371	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$76,341.00	\$176,341.00
					<i>Subtotal</i>	\$200,000	\$76,341.00	\$276,341.00

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
2021	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$51,925.00	\$151,925.00
					<i>Subtotal</i>	\$200,000.00	\$51,925.00	\$251,925.00
					<i>Total 7047 AU:</i>	\$400,000.00	\$128,266.00	\$528,266.00
					<i>Grand Total:</i>	\$1,600,000.00	\$328,266.00	\$1,928,266.00



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Collaborations to Strengthen and Preserve Families Contract**

This 1st Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$951,925.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3 Amendment #1, Budget.
3. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

This amendment shall be effective upon the date of Governor and Executive 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

7/13/20
Date

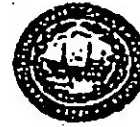
[Signature]
Name: Ann Lacey
Title: Associate Comm

Lakes Region Community Services

July 10, 2020
Date

[Signature]
Name:
Title:
Rebecca L. Bryant
President & CEO
L.RCS

New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families



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

OFFICE OF THE ATTORNEY GENERAL

07/17/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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
 Contractor Name: Labor Region Community Services Center
 Budget Request for: RFP-2019-0143-23-CO-SBA-01-01
 Budget Period: 07/01 - July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contracts share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,378.00	\$ -	\$ 118,378.00	\$ -	\$ -	\$ -	\$ 118,378.00	\$ -	\$ 118,378.00
2. Employee Benefits	\$ 48,484.00	\$ -	\$ 48,484.00	\$ -	\$ -	\$ -	\$ 48,484.00	\$ -	\$ 48,484.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Travel	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
7. Discrepancy	\$ 13,500.00	\$ -	\$ 13,500.00	\$ -	\$ -	\$ -	\$ 13,500.00	\$ -	\$ 13,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 2,480.00	\$ -	\$ 2,480.00	\$ -	\$ -	\$ -	\$ 2,480.00	\$ -	\$ 2,480.00
Board Expenses	\$ 117,000.00	\$ -	\$ 117,000.00	\$ -	\$ -	\$ -	\$ 117,000.00	\$ -	\$ 117,000.00
9. Scholarships	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
10. Marketing/Communications	\$ 8,378.00	\$ -	\$ 8,378.00	\$ -	\$ -	\$ -	\$ 8,378.00	\$ -	\$ 8,378.00
11. Staff Education and Training	\$ 85,341.00	\$ -	\$ 85,341.00	\$ -	\$ -	\$ -	\$ 85,341.00	\$ -	\$ 85,341.00
12. Subcontracted/Agreements	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
13. Other (specify details manually)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
parent barrier resolution incentives	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
TOTAL	\$ 431,825.00	\$ -	\$ 431,825.00	\$ -	\$ -	\$ -	\$ 431,825.00	\$ -	\$ 431,825.00


 Contract # 7110120



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

18
MOC

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

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

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the two (2) vendors listed below, for the provision of Community Collaboration services, by providing a service array of best practice parental assistance programming to the Winnipesaukee and Manchester communities to reduce child maltreatment and the risk of children entering foster care, in an amount not to exceed \$1,600,000, effective retroactive to March 5, 2019, upon Governor and the Executive Council approval through June 30, 2021. 25% Federal Funds, 75% General Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Manchester Community Health Center	#157274-B001	145 Hollis Street, Manchester, NH 03101	\$800,000
Lakes Region Community Services	#233352-R001	719 North Main Street, Laconia, NH 03246	\$800,000
		Total:	\$1,600,000

Funds are anticipated to be available in State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation, class lines and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	645-504004	General Funds for Other	42105745	\$800,000
2021	645-504004	General Funds for Other	42105745	\$400,000
		<i>Sub Total:</i>		\$1,200,000

05-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Program Services	90070470	\$200,000
2021	102-500731	Contracts for Program Services	90070470	\$200,000
		<i>Sub Total:</i>		\$400,000
		Total:		\$1,600,000

EXPLANATION

This request is **retroactive** due to a programmatic determination to align federal and state resources, the timeline necessary to do this, and delays in the contracting process due to the volume of contracts pending in the DHHS pipeline. The Department was awarded Federal Funds through the Community Collaborations to Strengthen and Preserve Families grant in October 2018. This provided an important opportunity to align and leverage both these federal resources along with state resources provided through SB 592 for Parental Assistance Programs. The opportunity to simultaneously target efforts towards reducing child maltreatment and the number of children at risk of foster care in two needy communities was deemed priority; however, this delayed the procurement process timeline until Federal Funds were accepted to expend by the Fiscal Committee in late January 2019. Once this occurred, the procurement process moved forward as rapidly as possible by DHHS staff; however, due to other contracts pending with the DHHS contracts unit delays occurred in finalizing proposal selections and notifying vendors.

Once notified of their award, due the condensed timeline, vendors needed to initiate preparatory activities immediately. These activities included; researching and selecting an array of evidence-based services and associated materials, assessing staff training needs, planning and scheduling trainings and facilitating stakeholder meetings to promote improved coordination of services and referrals.

The purpose of this request is to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, court diversion programs, and programs that offer alternative to out of home placement for children.

New Hampshire currently ranks 5th in the nation in the overall rate of overdose of prescription and injection drugs. In State Fiscal Year 2017, New Hampshire spent \$36 million on foster care to serve children coming into the system. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

Manchester Community Health Center and Lakes Region Community Services were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department

of Health and Human Services' web site from December 10, 2018 through January 22, 2019. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The two selected vendors were able to demonstrate within their proposals, the ability to provide evidence-based strategies unique to the targeted communities they will serve, as well as a readiness to engage in boundary-spanning leadership activities outlined in the grant proposal. Some of the activities the vendors will engage in include developing Community Integration Teams (CITs), as well as the development and implementations of evidence-based programs that increase parental protective factors. The knowledge based on science shows the impact that adverse childhood experiences can have on a child and the impact to their overall long-term health outcomes. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of these contracts, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The goal of these contracts is to provide services that strengthen and preserve families, prior to entering the child welfare system, and implement a community-based approach to responding to the needs families have through increasing "protective factors" such as, parental resilience, increasing social connections, concrete supports in times of need, knowledge of parenting and child development, and increasing social and emotional competence. When present, these "protective factors" can help to mitigate risk and can increase health and overall well-being for families and children.

The following performance measures and objectives will be used to measure the effectiveness of the contracts:

Year 1: Performance Measures for Planning Period:

- Every six (6) months, 90% of CIT membership will participate in training that includes Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys, focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT members must attend 90% of coaching sessions.

Year 2: Ongoing Implementation Efforts, which include, but are not limited to:

- Tracking performance measures specific to the CIT multi-sectoral interventions.
- Plan Do Study Act cycles for quality improvement.
- Collecting and participating in evaluation activities intended to result in:
 - Increased effectiveness of population based prevention.
 - Increases in protective factors.
 - Reductions in reports of child maltreatment.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

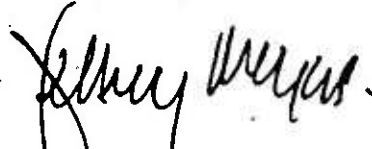
Area served: Manchester and Winnepesaukee Public Health Region.

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

Source of Funds: 25% Federal funds from CFDA 93.670 Administration for Children and Families, FAIN 90CA1858 and 75% General funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



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

**Community Collaborations to
Strengthen and Preserve Families**

RFP-2019-DPHS-23-COMMU

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Lakes Region Community Services
2. Manchester Community Health Center
3. 0

Pass/Fail	Maximum Points	Actual Points
	235	183
	235	198
	235	0

1. Rhonda Siegel, Administrator II,
DPHS Health Mgmt Ofc
2. Sarah Moeckel, Administrator Family
Strength & Child Well-being Initiative,
Kai Giovanditto, DCYF, Community &
Family Support
3. Ellen Chase-Lucard, Financial Admin,
DPHS
4. Amy Berquist, Financial Administrator
II, DPHS

Subject: RFP-2019-DPHS-23-COMMU-01 Community Collaborations to Strengthen and Preserve Families

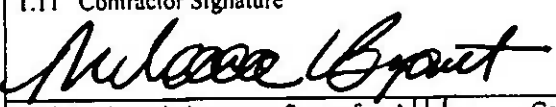
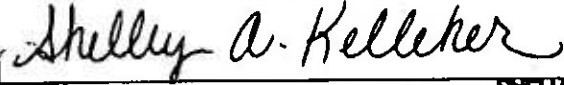

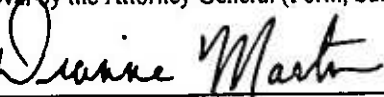
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services		1.4 Contractor Address 719 North Main Street, Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-8811	1.6 Account Number 05-095-042-421010-2958-0000	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$ 800,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca L. Bryant, President & CEO COMMUNITY SERVICES	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>May 30, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace SHELLEY A. KELLEHER, Notary Public State of New Hampshire My Commission Expires July 18, 2022			
1.14 State Agency Signature  Date: <u>5/31/19</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. The Contractor shall provide contracted services to families living in the Winnepesaukee Regional Public Health Network, which includes:
 - 1.5.1. Alton.
 - 1.5.2. Barnstead.
 - 1.5.3. Belmont.
 - 1.5.4. Center Harbor.
 - 1.5.5. Danbury.
 - 1.5.6. Franklin.
 - 1.5.7. Gilford.
 - 1.5.8. Gilmanton.
 - 1.5.9. Hill.
 - 1.5.10. Meredith.
 - 1.5.11. New Hampton.
 - 1.5.12. Northfield.
 - 1.5.13. Laconia.
 - 1.5.14. Sanbornton.
 - 1.5.15. Tilton.

2. Scope of Services

- 2.1. The Contractor shall develop Community Implementation Teams (CITs), which may include, but are not limited to:

AB

5/30/19



Exhibit A

-
- 2.1.1. Evidence-based prevention programs, including programs with existing Department supported services.
 - 2.1.2. Court diversion and family court programs.
 - 2.1.3. Programs that offer alternative dispositions for juveniles.
 - 2.1.4. Community agencies and providers who serve families with children up to eight years of age.
 - 2.1.5. Public Health Networks.
 - 2.1.6. Family Resource Centers.
 - 2.1.7. Integrated Delivery Networks.
 - 2.1.8. DHHS District Offices
 - 2.2. The Contractor shall create, coordinate, administer and manage Community Implementations Teams (CIT) that:
 - 2.2.1. Work with the Evaluator and DHHS to complete and submit a practice plan and a federal project plan. Participate in Plan Do Study Act – Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practices.
 - 2.2.2. Plan, coordinate, and implement Boundary Spanning Leadership
 - 2.2.3. Hire a Community Implementation Team Coordinator.
 - 2.2.4. Purchase supporting materials
 - 2.2.5. Provide on-site face-to-face training to providers.
 - 2.3. The Contractor shall utilize the results of the environmental scan and the needs assessment (Section 2.9) in conjunction with Department input, to provide planning, technical assistance, and face-to-face training on targeted topics, as determined by the Department, which may include, but are not limited to:
 - 2.3.1. Evidence-based and/or evidence-informed parental education on:
 - 2.3.1.1. Current impact of adverse childhood experiences
 - 2.3.1.2. Baseline or foundational understanding of toxic stress levels for families in the community and in the CIT sites.
 - 2.3.1.3. Policies and programs that promote, serve and return knowledge, behaviors and practices between parents and children that:
 - 2.3.1.3.1. Prevent abuse and neglect.
 - 2.3.1.3.2. Strengthen positive parenting.
 - 2.3.1.4. Programs that will assist families with identifying and addressing risk factors that could lead to contact with the child welfare system.
 - 2.3.1.5. Delivery of trauma-informed care across the continuum for individuals and families with children up to 8 years of age.



Exhibit A

- 2.3.1.6. Strategies that support the needs of families who have had involvement with the Division for Children, Youth and Families resulting in unfounded allegation of abuse or neglect with:
 - 2.3.1.6.1. Reasonable concern.
 - 2.3.1.6.2. Parental substance use.
 - 2.3.1.6.3. Discovery of economic or social challenges.
 - 2.3.1.6.4. Strategies for working with children impacted by familial substance use disorder.
 - 2.3.1.6.5. Training and strategies for supporting the needs of young children and families from various cultures and languages.
 - 2.3.1.6.6. Training, coaching and implementation of Boundary Spanning Leadership (BSL) strategies.
- 2.4. The Contractor shall coordinate trainings with a variety of agencies, including other CITs, to ensure trainings are developed, planned and aligned with evidence-based services that are culturally and linguistically competent and most appropriate for the target audience needs.
- 2.5. Contractor shall ensure that all training includes instruction and guidance relating to safeguarding confidentiality of individually identifiable or protected health information, as required by state or federal law or regulations.
- 2.6. The Contractor shall ensure services and supports offered to families in their respective areas of service complement existing state programs.
- 2.7. The Contractor shall ensure a CIT Coordinator is assigned job duties that include, but are not limited to:
 - 2.7.1. Working with team members to draft meeting agendas and meeting notes.
 - 2.7.2. Conducting local needs assessments.
 - 2.7.3. Leading program-planning efforts.
 - 2.7.4. Identifying and engaging new and existing community partners to plan and strategize implementation.
 - 2.7.5. Representing the Contractor at statewide meetings.
 - 2.7.6. Leading the development of a Practice Profile as it relates to evaluation and service provision.
 - 2.7.7. Facilitating, drafting, and finalizing CIT project work plan, timeline, and logic model to align with DHHS project logic model and timeline.
 - 2.7.8. Coordinating CIT data definition establishment and data collection according to state and federal regulations.
- 2.8. The Contractor shall offer parenting education and economic support services utilizing evidence-based strategies that align with the Administration for



Exhibit A

Children and Families (ACF) child abuse and neglect strategies including, but not limited to strengthening protective factors, ensuring the services are accessible, available to, and designed to target a diverse population, which includes, but is not limited to:

- 2.8.1. Pregnant or parenting individuals.
- 2.8.2. Individuals and all family types with children up to eight (8) years of age.
- 2.8.3. Caregivers, professionals, foster parents, grandparents.
- 2.9. The Contractor shall ensure the CIT conducts a needs assessment/environmental scan to determine the training needs of the organization that provide services to families. The Contractor shall ensure the CIT is able to:
 - 2.9.1. Determine the extent to which professionals require training in:
 - 2.9.1.1. Adverse childhood experiences.
 - 2.9.1.2. Toxic stress.
 - 2.9.1.3. Trauma-informed care.
 - 2.9.1.4. Substance use disorders (SUD).
 - 2.9.2. Measure respondent capacity to identify and address risk factors among family members that could result in contact with the child welfare system.
 - 2.9.3. Determine respondent ability to address the needs of young children and families from various cultures and languages.
 - 2.9.4. Inquire about training in particular evidence-based curricula.
- 2.10. The Contractor shall define strengths and gaps among service providers and shall identify needs for training upon the completion and evaluation of a survey.
- 2.11. The Contractor shall develop a roster of training opportunities for professionals and parents that utilized evidence-based practices and programming with input from the CIT and working groups.
- 2.12. The Contractor shall enlist the subject-matter expertise of CIT members and other community partners to host training sessions that ensure accommodates for the entire region. The Contractor shall:
 - 2.12.1. Maintain a record of all trainers and ensure the trainers are qualified to teach their respective courses.
 - 2.12.2. Ensure that any education programs collecting PHI that are delivered on-line or on a website meet NH DoIT requirements.
 - 2.12.3. Provide all materials, equipment, and physical space, as well as, logistical and staff support for the services and prevention and education programs delivered.
- 2.13. The Contractor shall ensure evidence-based, culturally and linguistically competent, prevention-focused parental assistance programs are available within the communities (Section 1.5) and are designed to:

RB



Exhibit A

- 2.13.1. Reduce child maltreatment.
- 2.13.2. Improve parent-child interactions.
- 2.13.3. Improve skills to regulate behavior and cope adaptively.
- 2.13.4. Improve coordination of services and referrals for young families.
- 2.14. The Contractor shall ensure a variety of prevention services are available to parents of children up to eight (8) years of age, which may include, but are not limited to:
 - 2.14.1. Home visiting.
 - 2.14.2. Parent education.
 - 2.14.3. Family support services, including respite or crisis care.
- 2.15. The Contractor shall integrate the Five Protective Factors into the prevention services to promote healthy development and well-being of children through:
 - 2.15.1. Parental resilience.
 - 2.15.2. Knowledge of parenting and child development.
 - 2.15.3. Social connections.
 - 2.15.4. Concrete supports in times of need.
 - 2.15.5. Social and emotional competence.
- 2.16. The Contractor shall promote prevention and service programs through outreach and marketing in order to increase parent and community awareness of services maximizing:
 - 2.16.1. Attendance to events for families with children up to eight (8) years of age.
 - 2.16.2. Attendance to professional development opportunities.
 - 2.16.3. Awareness of community resources available in the state, region, and nationally.
- 2.17. The Contractor shall ensure professionals are trained to support, advise, and guide families by focusing on prevention and elimination of child abuse and neglect by training providers on:
 - 2.17.1. Period of Purple Crying;
 - 2.17.2. Strengthening Families Approach.
- 2.18. The Contractor shall utilize its current relationships in the community to continue improving coordination of services and referrals.
- 2.19. The Contractor shall have a minimum of one representative acceptable to the Department physically present at local and regional meetings to provide opportunities to build credibility and likeability among other providers in order to ensure local and regional agencies are confident referring clients for support and services.

RB



Exhibit A

- 2.20. The Contractor shall implement a Community Outreach and Marketing plan that ensures families throughout the region are aware of parental assistance programs through mediums that include, but are not limited to:
- 2.20.1. Social Media - The Contractor shall develop posts that promote evidence based parent support programs to target consumers and providers.
 - 2.20.2. Traditional Media - The Contractor shall develop press releases announcing grant, programs, special events, inserts in calendar listings.
 - 2.20.3. Website and Email - The Contractor shall create content to promote programs on the website, blogs, and email distribution list.
 - 2.20.4. Grassroots Outreach - The Contractor shall develop flyers and submit to the Department for approval, upon approval the flyers shall be distributed and posted at community-based locations. The flyers shall give credit to the Department for the funding.
 - 2.20.5. Networking - The Contractor shall partner with community-based providers to promote programs through their social media channels, websites, email lists and program recipients.
- 2.21. The Contractor shall ensure ongoing implementation efforts which may include, but are not limited to:
- 2.21.1. Tracking performance measures specific to the CIT multi-sectoral interventions.
 - 2.21.2. PDSA-R cycles for quality improvement.
 - 2.21.3. Collecting and participating in evaluation activities intended to result in:
 - 2.21.3.1. Increase of effectiveness of population based prevention.
 - 2.21.3.2. Increase in protective factors.
 - 2.21.3.3. Reduction in child maltreatment reports.

3. DATA TRACKING

- 3.1. The Contractor shall maintain an Outcome Tracking System, as approved by the Department, which shall be implemented during the second year of the resulting contract.
- 3.2. The Contractor shall ensure the Outcome Tracking System is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the comprehensive planning process during the first year of contracted services. The Contractor shall:
- 3.2.1. Provide a fully managed Information Technology (IT) department to that includes, but is not limited to:
 - 3.2.1.1. Dedicated response team;
 - 3.2.1.2. Cybersecurity;

RB



Exhibit A

- 3.2.1.3. Dedicated response team with knowledge of state and federal privacy laws;
- 3.2.2. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.
- 3.2.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.
- 3.2.4. Track local data and monitor process and outcome indicators involved in the BSL method and CIT implementation.
- 3.2.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.
- 3.3. The Contractor shall develop plans to share non-personally identifiable data with the Department that includes, but is not limited to:
 - 3.3.1. Pre-defined regional data definitions.
 - 3.3.2. Measures of success.
 - 3.3.3. Indicators of success to inform shared outcome metrics.
 - 3.3.4. Personal characteristics and experiences of participants.
- 3.4. The Contractor shall work collaboratively under the direction of the Department, with the State-identified Evaluation Contractor. This work shall include, but is not limited to:
 - 3.4.1. Facilitating cross-system data definition processes and managing a shared-outcomes defining process and outcomes tracking system which shall include, but is not limited to:
 - 3.4.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.
 - 3.4.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.
 - 3.4.1.3. Sharing of pre-defined regional data definitions.
 - 3.4.1.4. Establishment of shared measures of success.
 - 3.4.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.
 - 3.4.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.

AB



Exhibit A

- 3.4.1.7. Participate in Data Work Group Committee to contribute feedback to the design and development of the Outcome Tracking System. This includes, but is not limited to:
- 3.4.1.8. Participation in outcomes tracking system training and technical assistance.
- 3.4.1.9. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.
- 3.4.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective leadership.
- 3.4.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.

4. Reporting

- 4.1. The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations. No personally identifiable data shall be included in these reports.
- 4.2. The Contractor, in conjunction with the CIT, shall complete and submit a Practice Plan no later than ninety (90) days after the contract effective date.

5. Performance Measures

- 5.1. The Contractor shall ensure a minimum of 90% of its CIT members participate in BSL training.
- 5.2. The Contractor shall track two (2) phases of performance measurement:
 - 5.2.1. Year 1: Performance Measures for Planning Period, which includes, but is not limited to:
 - 5.2.1.1. Every six (6) months, 90% of CIT membership will participate in BSL training workshops and evaluation activities.
 - 5.2.1.2. Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.
 - 5.2.1.3. CIT teams shall attend 90% of coaching sessions.
 - 5.2.2. Year 2: The Contractor shall work with the Department to set performance measures for Year 2, at the conclusion of Year 1.
- 5.3. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved to the Department.

AB



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from CFDA #93.670, Administration for Children and Families, Federal Award Identification Number (FAIN), #90CA1858 and General Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. All invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

RB

6/6/19



Exhibit B

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

RB

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lakes Region Community Services Family Resource Center

Budget Request for: Community Collaborators to Strengthen and Preserve Families
(name of RFP)

Budget Period: 3/5/2018-6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 75,510.00	\$ -	\$ 75,510.00	\$ -	\$ -	\$ -	\$ 75,510.00	\$ -	\$ 75,510.00
2. Employee Benefits	\$ 25,673.40	\$ -	\$ 25,673.40	\$ -	\$ -	\$ -	\$ 25,673.40	\$ -	\$ 25,673.40
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 53,271.80	\$ -	\$ 53,271.80	\$ -	\$ -	\$ -	\$ 53,271.80	\$ -	\$ 53,271.80
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 18,050.00	\$ -	\$ 18,050.00	\$ -	\$ -	\$ -	\$ 18,050.00	\$ -	\$ 18,050.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,270.00	\$ -	\$ 1,270.00	\$ -	\$ -	\$ -	\$ 1,270.00	\$ -	\$ 1,270.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ 2,300.00	\$ -	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,300.00	\$ -	\$ 2,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 275.00	\$ -	\$ 275.00	\$ -	\$ -	\$ -	\$ 275.00	\$ -	\$ 275.00
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ 19,400.00	\$ -	\$ 19,400.00	\$ -	\$ -	\$ -	\$ 19,400.00	\$ -	\$ 19,400.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00

Indirect As A Percent of Direct

0.0%

Contractor 

Date 5/30/19

**Exhibit B-2
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lakes Region Community Services Family Resource Center

Budget Request for: Community Collaborators to Strengthen and Preserve Families
(Phase of RFP)

Budget Period: 7/1/2019-6/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 114,102.30	\$ -	\$ 114,102.30	\$ -	\$ -	\$ -	\$ 114,102.30	\$ -	\$ 114,102.30
2. Employee Benefits	\$ 45,640.82	\$ -	\$ 45,640.82	\$ -	\$ -	\$ -	\$ 45,640.82	\$ -	\$ 45,640.82
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 1,321.78	\$ -	\$ 1,321.78	\$ -	\$ -	\$ -	\$ 1,321.78	\$ -	\$ 1,321.78
Rental	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
7. Occupancy	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
Insurance	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
Board Expenses	\$ 12,600.00	\$ -	\$ 12,600.00	\$ -	\$ -	\$ -	\$ 12,600.00	\$ -	\$ 12,600.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
11. Staff Education and Training	\$ 78,535.00	\$ -	\$ 78,535.00	\$ -	\$ -	\$ -	\$ 78,535.00	\$ -	\$ 78,535.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
parent barrier resolution Incentive	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
TOTAL	\$ 308,808.88	\$ -	\$ 308,808.88	\$ -	\$ -	\$ -	\$ 308,808.88	\$ -	\$ 308,808.88

Indirect As A Percent of Direct 0.0%



 Date 5/30/19

Exhibit B-3
Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lakes Region Community Services Family Resource Center

Budget Request for: Community Collaborations to Strengthen and Preserve Families
(Part of RFP)

Budget Period: 7/1/2019-6/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,278.20	\$ -	\$ 118,278.20	\$ -	\$ -	\$ -	\$ 118,278.20	\$ -	\$ 118,278.20
2. Employee Benefits	\$ 47,310.80	\$ -	\$ 47,310.80	\$ -	\$ -	\$ -	\$ 47,310.80	\$ -	\$ 47,310.80
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 550.00	\$ -	\$ 550.00	\$ -	\$ -	\$ -	\$ 550.00	\$ -	\$ 550.00
6. Travel	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
7. Occupancy	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
Insurance	\$ 850.00	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ 850.00
Board Expenses	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 8,375.00	\$ -	\$ 8,375.00	\$ -	\$ -	\$ -	\$ 8,375.00	\$ -	\$ 8,375.00
11. Staff Education and Training	\$ 78,025.00	\$ -	\$ 78,025.00	\$ -	\$ -	\$ -	\$ 78,025.00	\$ -	\$ 78,025.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
parent barrier resolution incentives	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
TOTAL	\$ 308,608.80	\$ -	\$ 308,608.80	\$ -	\$ -	\$ -	\$ 308,608.80	\$ -	\$ 308,608.80

Indirect As A Percent of Direct

0.0%

DB
Contractor Initials



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials 

Date 5/30/19



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions.

Contractor Initials *PB*



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

RB
Date 5/30/19



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

RB



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

5/30/19
Date

Rebecca L. Bryant

Name:
Title:

Rebecca L. Bryant
President & CEO
COMMUNITY SERVICES

Vendor Initials RB
Date 5/30/19



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:

5/30/19
Date

Name: **Rebecca L. Bryant**
Title: **President & CEO**

Exhibit E - Certification Regarding Lobbying

Vendor Initials RB
Date 5/30/19



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

5/30/19
Date

Name:
Title: **Rebecca L. Bryant**

President & CEO



Vendor Initials

Date 5/30/19



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

The Vendor 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:

Vendor 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

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/30/19
Date

Name:
Title:

Rebecca L. Bryant
President & CEO
COMMUNITY SERVICES

Exhibit G

Vendor Initials

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



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 Vendor 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 Vendor 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.

Vendor Name:

5/30/19
Date

Name:
Title:

Rebecca L. Bryant
President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

AB



Exhibit I

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

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

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



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



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



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

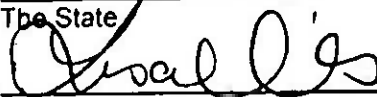
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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

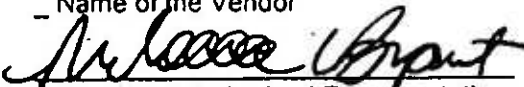


Exhibit I

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

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

Department of Health and Human Services
 The State

 Signature of Authorized Representative
 LISA MORRIS
 Name of Authorized Representative
 DIRECTOR, DPHS
 Title of Authorized Representative
 5/31/19
 Date

Lakes Region Community Services
 Name of the Vendor

 Signature of Authorized Representative
 Rebecca L. Bryant
 President & CEO
 Name of Authorized Representative
 Title of Authorized Representative
 5/30/19
 Date



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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name:

5/30/19
Date

Rebecca L. Bryant

Name: Rebecca L. Bryant
Title: President & CEO



Vendor Initials RB
Date 5/30/19



FORM A

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

1. The DUNS number for your entity is: 122778277
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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

RB

5/30/19

New Hampshire Department of Health and Human Services

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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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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.).

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DHHS Information Security Requirements



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

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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.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the Community Collaborations to Strengthen and Preserve Families contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), amended on August 26, 2020, (Item #19), on February 3, 2021 (Item #11), and most recently amended on November 10, 2021, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.


All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, or upon Governor and Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

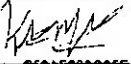
2/14/2023

Date

DocuSigned by:

Name: Patricia M. Tilley
Title: Director

2/13/2023

Date

Amoskeag Health
DocuSigned by:

Name: Kris McCracken
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/16/2023

Date

DocuSigned by:
Robyn Guarino
748734811011160
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AMOSKEAG HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175115

Certificate Number: 0005780173



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Crespo, 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 Amoskeag Health.
(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 January 24, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kris McCracken, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amoskeag Health 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 was **valid thirty (30) days prior to and 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: 1-24-2023



Signature of Elected Officer

Name: David Crespo
Title: Board Secretary, Amoskeag Health

CONTACT INFO

Mailing Address: 145 Hollis Street, Manchester, NH 03101

Office Locations:

145 Hollis Street, Manchester, NH

1245 Elm Street, Manchester, NH

184 Tarrytown Road, Manchester, NH

88 McGregor Street, Manchester, NH

Telephone: 603-626-9500

Website: <https://www.amoskeaghealth.org/>

Twitter: @AmoskeagHealth

Facebook: @amoskeaghealth

LinkedIn: AmoskeagHealth

STAFF COUNT (01/31/2022)

205 Full-Time

16 Part-Time

23 Per Diem

MISSION

To improve the health and well-being of our patients and the communities we serve by providing exceptional care and services that are accessible to all.

VISION

We envision a healthy and vibrant community with strong families and tight social fabric that ensures everyone has the tools they need to thrive and succeed.

CORE VALUES

We believe in:

- Promoting wellness and empowering patients through education
- Fostering an environment of respect, integrity and caring where all people are treated equally with dignity and courtesy
- Providing exceptional, evidence-based and patient-centered care
- Removing barriers so that our patients achieve and maintain their best possible health

Where quality and compassion meet family and community

TWO-SENTENCE OVERVIEW

Amoskeag Health provides primary health care for pediatrics, adolescents, adults, and elders; nutrition counseling; prenatal and birthing care, family support programs; and behavioral and mental health services in a culturally sensitive setting. As a mission-driven non-profit, Amoskeag Health accepts most insurance and serves everyone regardless of ability to pay.



FINANCIAL STATEMENTS

June 30, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

We have audited the accompanying financial statements of Amoskeag Health, which comprise the balance sheets as of June 30, 2021 and 2020, and the related statements of operations, functional expenses, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Board of Directors
Amoskeag Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Amoskeag Health as of June 30, 2021 and 2020, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, during the year ended June 30, 2021, Amoskeag Health adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Berry Dawn McNeil & Parker, LLC

Portland, Maine
November 2, 2021

AMOSKEAG HEALTH**Balance Sheets****June 30, 2021 and 2020****ASSETS**

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 4,731,957	\$ 3,848,925
Patient accounts receivable	1,806,238	1,650,543
Grants and other receivables	880,300	985,801
Other current assets	<u>300,180</u>	<u>114,920</u>
Total current assets	7,718,675	6,600,189
Property and equipment, net	<u>4,152,995</u>	<u>4,249,451</u>
Total assets	<u>\$11,871,670</u>	<u>\$10,849,640</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ -	\$ 450,000
Accounts payable and accrued expenses	754,413	526,311
Accrued payroll and related expenses	1,723,122	1,473,665
Paycheck Protection Program refundable advance	-	1,467,800
Current maturities of long-term debt	<u>52,072</u>	<u>42,505</u>
Total current liabilities	2,529,607	3,960,281
Long-term debt, less current maturities	<u>1,503,059</u>	<u>1,556,661</u>
Total liabilities	<u>4,032,666</u>	<u>5,516,942</u>
Net assets		
Without donor restrictions	7,054,282	4,711,819
With donor restrictions	<u>784,722</u>	<u>620,879</u>
Total net assets	<u>7,839,004</u>	<u>5,332,698</u>
Total liabilities and net assets	<u>\$11,871,670</u>	<u>\$10,849,640</u>

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

AMOSKEAG HEALTH**Statements of Operations****Years Ended June 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Operating revenue		
Net patient service revenue	\$11,123,864	\$10,792,094
Grants, contracts and support	9,926,932	8,334,383
Paycheck Protection Program loan forgiveness	1,467,800	-
Other operating revenue	110,480	264,523
Net assets released from restriction for operations	<u>1,026,327</u>	<u>1,014,296</u>
Total operating revenue	<u>23,655,403</u>	<u>20,405,296</u>
Operating expenses		
Salaries and wages	13,238,880	12,918,995
Employee benefits	2,551,855	2,423,466
Program supplies	536,720	519,960
Contracted services	2,724,436	2,211,397
Occupancy	829,588	725,333
Other	868,512	789,982
Depreciation and amortization	500,368	426,791
Interest	<u>62,581</u>	<u>86,838</u>
Total operating expenses	<u>21,312,940</u>	<u>20,102,762</u>
Excess of revenue over expenses and increase in net assets without donor restrictions	<u>\$ 2,342,463</u>	<u>\$ 302,534</u>

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

AMOSKEAG HEALTH
Statements of Functional Expenses
Years Ended June 30, 2021 and 2020

	2021							2021				
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,443,105	\$ 572,404	\$ 2,179,922	\$ 69,028	\$ 5,916,509	\$ 832,105	\$ 275,664	\$11,288,737	\$ 132,793	\$ 165,591	\$ 1,651,759	\$13,238,880
Employee benefits	279,237	115,773	463,013	17,219	1,018,387	149,979	57,331	2,100,939	23,902	31,089	395,925	2,551,855
Program supplies	1,030	2,259	46,502	181,901	253,478	10,685	28,469	524,324	110	6,004	6,282	536,720
Contracted services	206,814	280,152	122,384	311,761	762,194	347,396	351,447	2,382,148	-	16,018	326,270	2,724,436
Occupancy	105,110	14,372	92,022	3,700	587,893	100,856	-	903,953	(530,075)	14,926	440,784	829,588
Other	78,320	8,310	68,944	-	160,715	18,080	20,064	354,433	72,395	39,600	402,084	868,512
Depreciation and amortization	566	-	14,276	-	95,931	569	1,573	112,915	242,975	504	143,974	500,368
Interest	-	-	-	-	-	-	-	-	58,146	-	4,435	62,581
Total	\$ 2,114,182	\$ 993,270	\$ 2,987,063	\$ 583,609	\$ 8,795,107	\$ 1,459,670	\$ 734,548	\$17,667,449	\$ 246	\$ 273,732	\$ 3,371,513	\$21,312,940

	2020							2020				
	Healthcare Services							Administrative and Support Services				
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services	Facility	Marketing and Fundraising	Administration	Total
Salaries and wages	\$ 1,718,516	\$ 526,822	\$ 1,927,974	\$ 79,500	\$ 5,631,705	\$ 842,162	\$ 236,825	\$10,963,504	\$ 125,802	\$ 158,008	\$ 1,671,681	\$12,918,995
Employee benefits	323,122	98,862	360,012	14,705	984,467	154,645	42,814	1,978,627	23,506	28,852	392,481	2,423,466
Program supplies	1,308	2,966	58,720	197,339	231,140	7,369	8,622	507,464	1,419	-	11,077	519,960
Contracted services	152,425	265,070	197,932	338,328	474,948	361,030	166,451	1,956,184	14,136	14,036	227,041	2,211,397
Occupancy	114,192	15,814	99,973	4,020	635,524	109,571	-	979,094	(524,235)	16,216	254,258	725,333
Other	69,816	5,692	87,212	435	101,999	20,137	42,731	328,022	55,165	22,673	384,122	789,982
Depreciation and amortization	205	-	11,358	-	50,809	569	1,224	64,165	241,318	462	120,846	426,791
Interest	-	-	-	-	-	-	-	-	62,889	-	23,949	86,838
Total	\$ 2,379,584	\$ 915,226	\$ 2,743,181	\$ 634,327	\$ 8,110,592	\$ 1,495,483	\$ 498,667	\$16,777,060	\$ -	\$ 240,247	\$ 3,085,455	\$20,102,762

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

AMOSKEAG HEALTH**Statements of Changes in Net Assets****Years Ended June 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Excess of revenue over expenses and increase in net assets without donor restrictions	<u>\$ 2,342,463</u>	<u>\$ 302,534</u>
Net assets with donor restrictions		
Contributions	<u>1,190,170</u>	1,028,655
Net assets released from restriction for operations	<u>(1,026,327)</u>	<u>(1,014,296)</u>
Increase in net assets with donor restrictions	<u>163,843</u>	<u>14,359</u>
Change in net assets	<u>2,506,306</u>	316,893
Net assets, beginning of year	<u>5,332,698</u>	<u>5,015,805</u>
Net assets, end of year	<u>\$ 7,839,004</u>	<u>\$ 5,332,698</u>

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

AMOSKEAG HEALTH
Statements of Cash Flows
Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 2,506,306	\$ 316,893
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	500,368	426,791
Equity in loss from limited liability company	-	6,877
(Increase) decrease in the following assets		
Patient accounts receivable	(155,695)	240,140
Grants and other receivables	105,501	77,662
Other current assets	(185,260)	40,441
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	228,102	(50,312)
Accrued payroll and related expenses	249,457	262,775
Paycheck Protection Program refundable advance	<u>(1,467,800)</u>	<u>1,467,800</u>
Net cash provided by operating activities	<u>1,780,979</u>	<u>2,789,067</u>
Cash flows from investing activities		
Distribution from limited liability company	-	12,223
Capital expenditures	<u>(399,526)</u>	<u>(274,832)</u>
Net cash used by investing activities	<u>(399,526)</u>	<u>(262,609)</u>
Cash flows from financing activities		
Payments on line of credit	(450,000)	-
Payments on long-term debt	<u>(48,421)</u>	<u>(46,368)</u>
Net cash used by financing activities	<u>(498,421)</u>	<u>(46,368)</u>
Net increase in cash and cash equivalents	883,032	2,480,090
Cash and cash equivalents, beginning of year	<u>3,848,925</u>	<u>1,368,835</u>
Cash and cash equivalents, end of year	<u>\$ 4,731,957</u>	<u>\$ 3,848,925</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ 62,581</u>	<u>\$ 86,838</u>

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Organization

Amoskeag Health (the Organization) is a not-for-profit corporation organized in Manchester, New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive, and family-oriented primary health care and support services, which meet the needs of a diverse community, regardless of age, ethnicity or income.

1. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Organization to report information in the financial statements according to the following net asset classifications:

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

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

Use of Estimates

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

Income Taxes

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

COVID-19

In March 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The Organization implemented an emergency response to ensure the safety of its patients, staff and the community. In adhering to guidelines issued by the Center for Disease Control and Prevention, the Organization took steps to create safe distances between both staff and patients. Medical and behavioral health patient visits were done through telehealth when appropriate.

The Organization received a loan in the amount of \$1,467,800 in April 2020 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Paycheck Protection Program and Health Care Enhancement (PPHCE) Act. The PPP is subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Organization during a specific covered period. The Organization is following the conditional contribution model to account for the PPP and determined the conditions for forgiveness were substantially met during the year ended June 30, 2021. The Organization was notified in May 2021 the PPP was fully forgiven by the SBA.

The Organization received a loan in the amount of \$250,000 in July 2020 from the COVID-19 Emergency Healthcare System Relief Fund (Relief Loan), a program implemented by the State of New Hampshire, Department of Health and Human Services. The Relief Loan is unsecured, is interest free, and has a maturity date of 180 days after the expiration of the State of Emergency declared by the Governor, at which time the loan is due in full. The Relief Loan has the potential to be converted to a grant at the discretion of the Governor if certain criteria are met. The Organization submitted an application to convert the Relief Loan to a grant during 2021, which was approved and recognized as revenue.

The CARES Act and the PPHCE Act established the Provider Relief Fund (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services (HHS). During 2020, the Organization received PRF in the amount of \$214,172. The Organization incurred qualifying revenue losses and recognized the PRF in full during the year ended June 30, 2020.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, money market funds and petty cash.

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Revenue Recognition and Patient Accounts Receivable

The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which supersedes accounting standards that previously existed under U.S. GAAP and provides a single revenue model to address revenue recognition to be applied by all companies. Under the new standard, organizations recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods and services. Topic 606 also requires organizations to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization elected to adopt this ASU retrospectively with the cumulative effect recognized at the date of initial application; therefore, the financial statements and related notes have been presented accordingly.

The adoption of Topic 606 changed how implicit price concessions are presented in the financial statements. Under the previous standards, the estimate for amounts not expected to be collected based upon historical experience was reflected as a provision for doubtful accounts, and presented separately as an offset to net patient service revenue. Under the new standards, the estimate for amounts not expected to be collected based on historical experience will continue to be recognized as a reduction to net revenue, but not reflected separately as provision for doubtful accounts.

The impact of the adoption on the statement of operations for the year ended June 30, 2020 was as follows:

	As Originally <u>Reported</u>	Adjustments due to Topic 606 <u>Adoption</u>	Revised <u>Balance</u>
Patient service revenue	\$ 11,473,557	\$ (681,463)	\$ 10,792,094
Provision for bad debts	<u>(681,463)</u>	<u>681,463</u>	<u>-</u>
Net patient service revenue	<u>\$ 10,792,094</u>	<u>\$ -</u>	<u>\$ 10,792,094</u>

Patient service revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payors (including commercial insurers and governmental programs).

Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligation for medical, behavioral health and ancillary services from the commencement of a face-to-face encounter with a patient to the completion of the encounter. Ancillary services provided the same day as the face-to-face encounter are considered to be part of the performance obligation and are not deemed to be separate performance obligations. The Organization measures the performance obligation for contract pharmacy services based on when the prescription is dispensed to the patient. The Organization's performance obligations are satisfied at a point in time.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Organization's sliding fee discount program, and implicit price concessions provided to uninsured patients. The Organization determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Organization determines its estimate of implicit price concessions based on its historical collection experience.

Consistent with the Organization's mission and FQHC designation, care is provided to patients regardless of their ability to pay. Therefore, the Organization has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and amounts the Organization expects to collect based on its collection history with those patients.

The Organization has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the payor. In assessing collectability, the Organization has elected the portfolio approach. The portfolio approach is being used as the Organization has a large volume of similar contracts with similar classes of customers (patients). The Organization reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, aggregating all the contracts (which are at the patient level) by the particular payor or group of payors will result in the recognition of the same amount of revenue as applying the analysis at the individual patient level. payor concentrations are disclosed in Note 7.

The Organization bills the patients and third-party payors several days after the services are performed. A summary of payment arrangements follows:

Medicare

The Organization is primarily reimbursed for medical and ancillary services based on the lesser of actual charges or prospectively set rates for all FQHC services furnished to a Medicare beneficiary on the same day when an FQHC furnishes a face-to-face FQHC visit. Certain other non-FQHC services are reimbursed based on fee-for-service rate schedules.

Medicaid and Other Payors

The Organization has also entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. Under these arrangements, the Organization is reimbursed for services based on contractually obligated payment rates, which may be less than the Organization's public fee schedule.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Patients

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization sliding fee discount policy amounted to \$2,662,554 and \$2,432,740 for the years ended June 30, 2021 and 2020, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal grants.

For uninsured patients who do not qualify under the Organization's sliding fee discount program, the Organization bills the patient based on the Organization's standard rates for services provided. Patient balances are typically due within 30 days of billing; however, the Organization does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

340B Contract Pharmacy Program Revenue

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other covered entities at a reduced price. The Organization contracts with other local pharmacies under this program. The contract pharmacies dispense drugs to eligible patients of the Organization and bill commercial insurances on behalf of the Organization. Reimbursement received by the contract pharmacies is remitted to the Organization, less dispensing and administrative fees. The dispensing and administrative fees are costs of the program and not deemed to be implicit price concessions which would reduce the transaction price.

Laws and regulations governing the Medicare, Medicaid and 340B programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare, Medicaid, and 340B programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2021 and 2020**Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances and consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Medical and dental patient accounts receivable	\$ 1,710,630	\$ 1,532,554
Contract 340B pharmacy program receivables	<u>95,608</u>	<u>117,989</u>
Total patient accounts receivable	<u>\$ 1,806,238</u>	<u>\$ 1,650,543</u>

Accounts receivable at July 1, 2019 were \$1,890,683.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The accounts receivable from patients and third-party payors, net of contractual allowances, were as follows:

	<u>2021</u>	<u>2020</u>
Governmental plans		
Medicare	15 %	20 %
Medicaid	44 %	32 %
Commercial payors	19 %	31 %
Patient	<u>22 %</u>	<u>17 %</u>
Total	<u>100 %</u>	<u>100 %</u>

Grants and Other Receivables

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amount are considered collectible.

A portion of the Organization's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Organization has been awarded cost reimbursable grants of \$6,625,746 and \$5,557,242 that have not been recognized at June 30, 2021 and 2020, respectively, because qualifying expenditures have not yet been incurred. The Organization also has been awarded \$3,372,763 in cost-reimbursable grants with a project period beginning July 1, 2019.

The Organization receives a significant amount of grants from HHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2021 and 2020, grants from HHS (including both direct awards and awards passed through other organizations) represented approximately 68% and 58%, respectively, of grants, contracts and support revenue.

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Property and Equipment

Property and equipment are carried at cost. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Organization's capitalization policy is applicable for acquisitions greater than \$1,000.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations as net assets released from restriction.

Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy costs, which are allocated on a square-footage basis, as well as the shared systems technology fees for the Organization's medical records and billing system, which are allocated based on the percentage of patients served by each function.

Reclassifications

Donor restricted contributions of \$308,131 recorded as deferred revenue at June 30, 2020 were reclassified to contributions with donor restrictions for the year ended June 30, 2020 as it was determined there was no requirement to return the contributions. The reclassification resulted in an increase in the change in net asset of \$308,131 for the year ended June 30, 2020.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 2, 2021, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2021 and 2020****2. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a \$1,000,000 line of credit (Note 4).

The Organization had working capital of \$5,189,068 and \$2,639,908 at June 30, 2021 and 2020, respectively. The Organization's goal is generally to have, at the minimum, the Health Resources and Services Administration recommended days cash on hand for operations of 30 days. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 83 and 71 at June 30, 2021 and 2020, respectively.

Financial assets available for general expenditure within one year were as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 4,731,957	\$ 3,848,925
Patient accounts receivable	1,806,238	1,650,543
Grants and other receivables	<u>880,300</u>	<u>985,801</u>
Financial assets available	7,418,495	6,485,269
Less net assets with donor restrictions	<u>784,722</u>	<u>620,879</u>
Financial assets available for general expenditure	<u>\$ 6,633,773</u>	<u>\$ 5,864,390</u>

3. Property and Equipment

Property and equipment consist of the following as of June 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,330,228	5,165,754
Furniture and equipment	<u>2,590,248</u>	<u>2,355,196</u>
Total cost	8,001,476	7,601,950
Less accumulated depreciation	<u>3,848,481</u>	<u>3,352,499</u>
Property and equipment, net	<u>\$ 4,152,995</u>	<u>\$ 4,249,451</u>

Property and equipment acquired with Federal grant funds are subject to specific federal standards for sales and other dispositions. In many cases, the Federal government retains a residual ownership interest in the assets, requiring prior approval and restrictions on disposition.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2021 and 2020****4. Line of Credit**

The Organization has a \$1,000,000 line of credit demand note with a local banking institution with interest at the LIBOR rate plus 2.75% (3.98% at June 30, 2021). The line of credit is collateralized by all assets. There was an outstanding balance on the line of credit of \$450,000 at June 30, 2020. There was no balance outstanding at June 30, 2021.

The Organization has a 30-day paydown requirement on the line of credit, which was met for the year ended June 30, 2021.

5. Long-Term Debt

Long-term debt consists of the following as of June 30:

	<u>2021</u>	<u>2020</u>
Note payable, with a local bank (see terms below)	\$ 1,555,131	\$ 1,598,648
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), paid in full in July 2020	<u> </u>	<u> 518</u>
Total long-term debt	1,555,131	1,599,166
Less current maturities	<u>52,072</u>	<u>42,505</u>
Long-term debt, less current maturities	<u>\$ 1,503,059</u>	<u>\$ 1,556,661</u>

The Organization has a promissory note with Citizens Bank, N. A. (Citizens), collateralized by real estate, for \$1,670,000 with NHHEFA participating in the lending for \$450,000 of the note payable. Monthly payments of \$8,011, including interest fixed at 3.05%, are based on a 25 year amortization schedule and are to be paid through April 2026, at which time a balloon payment will be due for the remaining balance.

Scheduled principal repayments of long-term debt for the next five years follows as of June 30:

2022	\$ 52,072
2023	49,455
2024	50,882
2025	52,602
2026	<u>1,350,120</u>
Total	<u>\$ 1,555,131</u>

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2021 and 2020**

The Organization is required to meet an annual minimum working capital and debt service coverage debt covenants as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization was in compliance with all loan covenants at June 30, 2021.

6. Net Assets

Net assets were as follows as of June 30:

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Undesignated	\$ 6,552,445	\$ 4,209,982
Designated for working capital	<u>501,837</u>	<u>501,837</u>
Total	<u>\$ 7,054,282</u>	<u>\$ 4,711,819</u>
Net assets with donor restrictions for specific purpose		
Temporary in nature		
Healthcare and related program services	\$ 518,180	\$ 389,092
Child health services	<u>165,184</u>	<u>130,429</u>
Total	683,364	519,521
Permanent in nature		
Available to borrow for working capital as needed	<u>101,358</u>	<u>101,358</u>
Total	<u>\$ 784,722</u>	<u>\$ 620,879</u>

7. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

	<u>2021</u>	<u>2020</u>
Gross charges	\$19,234,585	\$18,001,613
Less: Contractual adjustments and implicit price concessions	(7,233,156)	(6,697,617)
Sliding fee discount policy adjustments	<u>(2,266,275)</u>	<u>(2,020,443)</u>
Total net direct patient service revenue	9,735,154	9,283,553
Contract 340B program revenue	<u>1,388,710</u>	<u>1,508,541</u>
Total patient service revenue	<u>\$11,123,864</u>	<u>\$10,792,094</u>

Revenue from Medicaid accounted for approximately 57% and 53% of the Organization's gross patient service revenue for the years ended June 30, 2021 and 2020, respectively. No other individual payor represented more than 10% of the Organization's gross patient service revenue.

AMOSKEAG HEALTH**Notes to Financial Statements****June 30, 2021 and 2020****8. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$304,497 and \$285,796 for the years ended June 30, 2021 and 2020, respectively.

9. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2021, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

10. Lease Commitments

The Organization leases office space under noncancelable operating leases. Future minimum lease payments under these lease agreements are as follows:

2022	\$ 174,782
2023	141,850
2024	124,676
2025	<u>63,929</u>
Total	<u>\$ 505,237</u>

Rent expense amounted to \$274,689 and \$226,805 for the years ended June 30, 2021 and 2020, respectively.

BOARD OF DIRECTORS

Name	Title	Board Role
David Crespo	Field Consultant	Secretary
Angella Chen-Shadeed	Caregiver	Director
Vanessa Maradiaga	Provider Relations	Director
David Hildenbrand	CFO	Director
Madhab Gurung	Direct Support Professional	Director
Debra (Debbie) Manning	Health Care Consultant Software	Vice Chair
Gail Tudor	Assoc. Dean of Health Professions	Director
Obhed Giri	Home Care Assistant	Director
Kathleen Davidson	Atty	Director
Richard Elwell	Consultant	Treasurer
Dawn McKinney	Policy Director	Director
Thomas Lavoie	Insurance Broker	Director
Christian Scott	Director of Talent Acquisition	Chair
Jill Bille	CFO	Director
Sonia Stagen	Retired	Director
Oreste "Rusty" Mosca	Managing Director	Director

Ivette Arroyo

Diligent focused Community Health Worker with ability to develop strong connections within targeted populations to maximize outreach and services. Effective at multitasking, highly capable at interacting with people from all walks of life and diverse cultural backgrounds. Solid understanding of social and human services programs. Skilled at finding and implementing the best possible solutions. Professional and proactive in advocating for vulnerable and high-risk populations.

Highlights

- Community Development
- Housing Programs
- Expert in the Welfare system
- Attentive listener
- Sensitive
- Strong communicator
- Community outreach expert
- Team player
- Exceptional organizational skills
- Data Collection and analysis
- Client Centered
- Detail Oriented
- Empathetic
- Bilingual – fluency level in Spanish

Launch Navigator (Amoskeag Health) 10/2021 Present

- Responsible for completing Community Collaboration intakes with families of children aged 0-8.
- Develop short-term care plans based on patient centered goals.
- Provides ongoing case management
- Administers relevant screening and makes external referrals to community agencies when appropriate.
- Documents all client activities appropriately in client records in both internal and external platforms.
- Provides care coordination for clients by acting as a liaison between various members of the team and as an advocate for clients with other service providers in the community.

Manchester Community Health Center (Amoskeag Health) – January 19 2015 - Present Community Health Worker

- Interviewed clients individually and with families to determine what services would best address their needs.
- Evaluated and addressed individual client needs and concerns
- Communicated with public social and welfare agencies to obtain and provide information
- Set up family meetings with guidance from physicians
- Collaborated with treatment team to assess and develop an effective plan for client
- Provided support to vulnerable populations and connected them with community resources.
- Maintained through case history records and wrote detailed reports
- Presented case history material for review and discussion with other staff members
- Provide intake screenings like ASQ, CCSA and FRA.
- Help connect individuals and families to housing resources and basic needs.
- Worked with a specific target population from diverse backgrounds in reducing cultural and socio-economic barriers between clients and institutions.
- Prenatal Intakes
- Refugee Clinics

**Manchester Community Health Center
Language Assistance Coordinator May 2017- February 2019**

- Progressed through a series of promotions, culminating in responsibility for the coordination of 12 interpreters, delivering communication services for 8000+ patients.
- Communicate scheduling changes with appropriate staff.
- Trained new personnel to scheduling functions
- Develop and maintain relationships with community and state agencies for Communication Assistance needs.
- REAL (Race, Ethnicity, and Language) data collection and analysis - presented to senior management

**Manchester Community Health Center
Medical Interpreter January, 2015-2017**

- Provides interpreting services with accuracy to patients with Limited English Language Proficiency.
- Relays medical information between patient and provider.
- Supports review of short translation as directed by manager.
- Identify, document and respond to client needs
- Set up appointments.
- Translate written communication from one language to another.
- Assist MCHC with written and oral communication as needed.
- Interpret verbal communication from one language to another and act as a medium where language barriers exist.

Cigna Healthcare,

Data Entry Analysis, Hooksett, NH 2005-2013

- Claim data analyses - identified performance gaps such as missed opportunities for client eligibility
- Support business operations by performing general administrative tasks: photocopying, faxing, mail distribution.
- Streamlined the filing system, coordinated and maintained client records
- Performed inventory of office supplies

EDUCATION:

- Southern NH University (Duet program), Manchester NH Associates in Healthcare Management June 2018 – October 2019
- Southern New Hampshire AHEC, Manchester, NH Community Health Worker Certificate June 2018- July 2018
- Southern New Hampshire AHEC, Manchester, NH Medical Interpreter Certificate Nov. 2014 – Dec. 2015

Michelle Wnek

Staff Accountant

Obtain accountant position at a company that values mentorship and provides opportunities for growth; increase and hone accounting skills and knowledge; pursue masters in accounting degree; contribute to success of company by producing high quality work product and offering innovative thinking. Authorized to work in the US for any employer

WORK EXPERIENCE

Staff Accountant

Parkland Medical Center - Derry - Derry, NH - Present

Prepare surgical case and patient visit summaries to track volume and analyze variances between departmental data, forecasts, and statistical reports; reconcile general ledger accounts; prepare journal entries for prepaid accounts, amortization, accruals, and allocations; perform accounts payable functions; conduct petty cash and pharmacy audits; assist with month end close and reporting; prepare invoices and post entries related to industrial account and intercompany activity; maintain physician payment log; compile analysis files for Medicare year-end cost reports; and participate in annual budget process by preparing schedules, analyzing current year expenses and determining variances.

Staff Accountant

Harte Hanks - Burlington, MA - 2015-04 - 2016-06

Reconciled general ledger accounts and prepared related schedules; calculated, prepared and recorded journal entries including prepaid amortization, intercompany, revenue entries, payroll, and accounts payable accruals; processed early payment discounts, credit memos, and other invoice adjustments; analyzed intercompany transactions, brokered costs and production costs to reconcile activity; performed monthly closing tasks; tracked and uploaded revenue by client to customer revenue database; maintained fixed assets accounts and inventory accounts; reviewed and researched monthly account fluctuations between actual and budget in Profit & Loss statement; interacted with operations personnel to ensure proper recording of financial results; and performed duties in accordance with Generally Accepted Accounting Principles.

Tax Staff (Seasonal)

Melanson, Heath & Company - Nashua, NH - 2015-01 - 2015-03

Prepared tax returns for individuals, partnerships, and corporations; reviewed financial records such as income statement, balance sheet, and documentation of expenditures; utilized QuickBooks to input data into tax software and reconcile accounts; reviewed documentation to uncover potential deductions; and used working trial balance to determine appropriate adjusting journal entries.

Accounting Intern

Carew & Wells, PLLC - Concord, NH - 2014-08 - 2014-08

Prepared tax returns for individuals; performed monthly bookkeeping tasks in QuickBooks for two restaurants; utilized Creative Solutions Accounting program to assist CPA with financial statement engagements; and assisted with preparing financial statements and related footnotes.

EDUCATION

Bachelor of Arts in Business

University of New Hampshire - Manchester, NH

2014-12

Graduate Accounting Program in progress

Southern New Hampshire University - Manchester, NH

ADDITIONAL INFORMATION

TECHNICAL SKILLS

PeopleSoft; XT Global; M-Files; Document Direct; Business Objects 4.1; Sage Fixed Assets; On Base; Lawson AP Workflow; ProSystem Tax programs; XCM Solutions; UltraTax; Doc.It; QuickBooks; Creative Solutions Accounting; Excel, including pivot tables and vlookups; and proficient with paperless accounting.

LEADERSHIP AND SERVICE

- Treasurer of the Agility Club of New Hampshire
- Member of the New Hampshire Society of Certified Public Accountants
- Volunteer at Moore Center Services

TARA D. GRAHAM

OBJECTIVE

To obtain a position in public health where I am able to make use of my knowledge, focus on quality, and 18 years of experience in healthcare (hospital, clinic, homecare/hospice, facility, association, and grant programming). To provide maximum efficiency to the projects, programs and matters I manage utilizing LEAN and Model for Improvement methodologies. In addition, to contribute, learn, and grow in a high-demand, fast-paced work environment.

SUMMARY

- Certified, Management & Strategy Institute: Lean Six Sigma Green Belt and Project Management – Lean Process
- Successful experience with the PCMH accreditation process. Also trained in Lean Daily Management, Motivational Interviewing, Just Culture, communications planning and gap analysis/program planning.
- Contract Project Manager and Webmaster/Graphic Designer - Cancer Center Business Development Group – www.ccbdgroup.com. Other contract quality and design work, freelance.
- Advanced computer knowledge in MS Office; Adobe CS; PCN, EPIC, LMR, IDX, GE-IDX, Athena, Cerner, MediTech, ECW, Horizon (McKesson), Allscripts Homecare, PointClickCare (Medical Practice Management Software/EMRs); SharePoint; WebEx & Zoom; ADP; PeopleSoft; Business Objects, HTML, graphic design and troubleshooting.

EXPERIENCE

2021 – current NH Public Health Association
Immunization Alliance Coordinator

Concord, NH/remote

Coordination for VaxWellNH, an Immunization Alliance. New program development, oversight and management of operations, meetings, communications, community engagement, strategic planning, facilitation, implementation and evaluation. Part-time role.

2019 – current Communities for Alcohol and Drug-Free Youth (CADY, Inc.)

Plymouth, NH/remote

Program Coordinator, Central NH Community Opioid Response (CNH-COR) – HRSA RCORP Grant

Responsible for organizing, coordinating and delivering overall project/program activities. Ensure that activities stay on track and that timelines are completed according to plan. Maintain and develop Consortium relationships, facilitating and leading Consortium meetings and activities, engaging collaborative input from members and facilitating consensus and collaborative strategic planning and operations. Developing three project teams (Opioid Prevention, Community Response, and Community Navigation & Recovery) and acting as boundary spanner to ensure consistent communications and coordination, leveraging efforts across and among the teams and optimizing group work to ensure each voice is heard, and that resulting strategy and operations are consensus-based. Coordinate and monitor the work of the Community Service Navigators to maintain progress toward deliverables and timelines. Other duties include designing, developing, facilitating, implementing and coordinating opioid use and addiction prevention, treatment and recovery programs, health education and community outreach, social and emotional wellness activities, and implementing/managing strategies, interventions, and programs to achieve program goals, deliverables and measurable objectives. Produce materials and content for community trainings and events and establish cooperative relationships with public, private, governmental and social service agencies. Manage communications and outreach for the project, and coordinate planning and logistics for educational events, trainings and other meetings/events. Collaboratively work with the Senior Scientist and other project staff to implement Community-Based Participatory Research methods and collect primary data for the project.

2018 – 2019 North Country Health Consortium

Littleton, NH/remote/travel

Practice Facilitator, Transforming Clinical Practice Initiative (TCPI)/Northern New England Practice Transformation Network (NNE-PTN)

The Transforming Clinical Practice Initiative (TCPI) model was designed to support clinician practices through nationwide, collaborative, and peer-based learning networks, designed to help clinicians and practices achieve large-scale health care transformation, prepare practices to successfully participate in value-based payment arrangements, and improve the quality of care. The Northern New England Practice Transformation Network (NNE-PTN) was a Medicare grant-funded program that completed funding in 2019. Duties included: providing facilitation support including implementing QI methodologies and tools within practices, through in-person trainings, and remote support; work towards improving process and quality outcomes that result in improved patient experience and provider satisfaction; build the capacity of the practices to engage in and perform well in value-based payment

arrangements and population health initiatives; advanced informatics; reporting and data analytic management; assist with preparation and instruction of evidence-based guidelines, create interventions and determine the root cause of the high utilization and other barriers, and how to correct it; implementation of practice guidelines, job descriptions, clinic workflows and other projects.

2015 - 2018 Rockingham VNA & Hospice Exeter, NH
Supervisor, Scheduling & Home Health Aides

Supervise the Schedulers and coordinate the workflow of the staff. Prioritize responsibilities for staff and ensure a smooth scheduling process for patients and staff. Responsible for daily operations, interviewing, hiring, firing, and performance reviews. Efficient in the coordination of multi-disciplinary schedules to meet patients' needs. Assist managers with the tracking of clinician's schedules, develops clinical schedules including on-call, weekends, earned time, and holidays. Conduct home health aide & scheduling audits as required, ensuring compliance with established processes. Training and education of staff on the scheduling system. Facilitate staff meetings and education for Scheduler's and LNAs.

2014 - 2018 Home Instead Senior Care Portsmouth, NH/telecommute
Weekend Supervisor (on-call)

Every other weekend on-call supervision, answering all calls and overseeing client schedule management to provide the highest quality service to clients. Communicating with caregivers and clients regarding scheduling as changes arise, fill in on assignments if needed until a replacement caregiver is found, provide guidance in emergent situations and follow up with reporting at the end of the weekend.

2014 - 2015 Genesis Healthcare Manchester, NH
Business Office Manager, Hackett Hill Center

Overseeing all business office functions and ensuring policy & procedure compliance in all related areas. Meeting established daily, weekly, and monthly deadlines, directing processing of accounts receivable, adjustments/refunds, private and third party agencies, census information, ancillaries, cash deposits and posting, managing patient trust funds and maintains confidential files, ensuring compliance with all state and federal regulations, meeting with all new admissions (resident or family) to explain financial obligations and paperwork, auditing new admission files to ensure completeness and accuracy, maintaining Private Spend Worksheets and assist with Medicaid Pending Tracking, managing all month end processes, which include completion of data entry, review and correction of edits, and census reconciliation, managing accounts receivable collections for past due patient accounts, ensuring timely filing of Medicare, Medicaid, and Insurance claims, providing written Past Due Report concerning customer accounts to the Administrator, recommending and preparing accounts for outside collection agencies, attorneys, and write off, coordinating documentation for internal and external auditors, assisting administrator and accounting dept. with resolving G/L variances, supervising and evaluating business office operations and staff, ensuring that the center adheres to the legal, safety, health, fire and sanitation codes, and ensuring that patients and families receive the highest quality of service in a caring and compassionate atmosphere which recognizes the individuals' needs and rights.

2012 - 2014 Optum Palliative & Hospice Care Waltham, MA
Supervisor, Clinical Operations

Responsible for planning, coordinating, managing and directing all activities and programs relating to the day-to-day operational and financial performance of the office. Advocate for organization personnel. Collaboration with Human Resources, Facilities Management, Medical Records, Technology set up (Business Segment Liaison), Financial Management, Material Management and Talent Management. Liaison to community and facilities. Integral member of the hospice interdisciplinary group (collaborating to develop, provide, integrate and implement individualized written plans of care for services) and responsible for the recruitment, retention, coordination, training and supervision of volunteers providing services. Maintain documentation and personnel files in accordance with Federal and State regulations, and hospice policies. Resolve any grievances and billing issues, oversee intake and referral process. Participation in programs of public education, advocacy and public recognition. Develop contacts and utilize community resources to provide adjunct support services to enhance program delivery. Participation in the quality assessment and performance improvement program. Preceptor in the orientation of new team members. Additionally, assumed responsibility of health aide (CNA) supervision and scheduling and bereavement program coordination.

2011-2012 Massachusetts Hospital Association Burlington, MA
Project Coordinator, Clinical Affairs

Division coordinator for a variety of clinical, public health system, data-driven, and administrative projects within Clinical Affairs. Department designated lead for updating and managing website content. Responsible for all day-to-day system functions for the ongoing quality and safety committees, projects, teams and task forces, such as the Clinical Issues Advisory Council (CIAC), Chief Medical Officer (CMO) Forum, and the Pressure Ulcer Prevalence Improvement Project. Responsible for coordinating the Strategic Performance Improvement Agenda (SPIA), including, but not limited to, tracking documentation and member status, communicating with hospitals and health systems, related webinars, listservs, education sessions, documents, and meetings for reducing in-hospital

mortality priority (M-LiNk), reducing readmissions (STAAR), and reducing central line associated blood stream infections (CUSPLABS), Involvement in the MHA Workforce Team including the Tufts Health Plan Foundation and the RWJF PIN grant Nurse Scholarship Programs, Co-Chair, Best Practices Workgroup.

2010-2010 (corporate merger lay-offs) Caritas Carney Hospital Boston, MA
Program Manager, Endocrinology

Opened new clinic. On-site Manager for the endocrinology clinic and education program of the Carney Hospital. Responsible for all day to-day operational, administrative, and fiscal aspects of the department. Main responsibilities included overseeing all administrative activities, including but not limited to, improving on functions of patient flow, appointment management, registration, cash collection, charge entry, managed care issues, medical records, inventory control, allocating resources to necessary tasks and setting priorities. Other responsibilities included: staffing (including interviewing & hiring), facilitating training, processing & administering performance evaluations, processing & administering the corrective action process and performance improvement processes as required, preparation & management of annual operating budgets, triaging patient complaints for the office, managing the oversight and audit of encounter forms for completeness, accuracy, batching, and prompt distribution to billing, monitoring missing charge reports, payroll processing and payment of invoices, ordering supplies and equipment, and ensuring a safe environment with effective and efficient systems to provide quality patient care.

2009 - 2010 Dana-Farber Cancer Institute Boston, MA
Administrative Specialist

Dual role in Medical Oncology Operations/Administration and Administration in the Lance Armstrong Adult Survivorship Program. Monthly statistics and reporting; Quarterly newsletters, brochures, templates, website coordination, branding, and any other design-related needs; Database creation - project management; Site visit coordination and standardization; Purchasing and reconciliations; Calendar management for Chief Administrator and Director; Liaison to Londonderry, NH satellite; Treatment Summaries, Care Plans and related operations and procedures; Psycho-Social project and group coordination; Pharmaceutical Grants; Video projects; Collaborative projects with other facilities; CME course development.

2003 - 2009 NH Oncology-Hematology, PA (DFCI affiliate) Hooksett, NH
Executive Coordinator

Executive level administrative services provided to 8 physician partners, Executive Director, Director of Operations and others as needed. Duties require discretion, tact and knowledge of business communications which must be managed in a manner that protects the confidential nature of privileged information. Responsibilities included office management and coverage in multiple departments as needed; interim office manager/liaison to C-level Management and Physicians; financial and statistical analysis; compensation models; new practice volume ramp-up models; operations and staffing plans; development of a new performance review/merit raise system; HR support; desktop publishing and graphic design; advertising, media relations and PR campaigns; various projects; website maintenance; newsletter design and publication; travel and conference arrangement; production of NHOH/Dana-Farber sponsored community patient education series; monthly office calendars; transcription; petty cash management and daily balances; human resource assistance; database management and involvement in the marketing, safety and management/supervisor committees.

2010 - Present (Freelance) Valyria Consulting Pembroke, NH
<http://www.valyriaconsulting.com>

Graphic and web design, project management, marketing, copywriting, editing. Freelance basis.

EDUCATION

1993 -1997	Saunborn Regional High School Graduated with honors, college prep, National Honor Society.	Kingston, NH
1997 - 2000 (FT) 2000 - 2001 (PT)	University of New Hampshire BA, Communication	Durham, NH

Currently in the process of applying to MPH programs.

GEYSEL LOPEZ

OBJECTIVE

To continue gaining experiences in the Social Work Field, in order to obtain a position that will allow me to learn, gain skills, and also be able to provide my years of experience while building upon my strong commitment to serving the needs and disadvantages of the population in need.

EDUCATION/CERTIFICATES

Master in Social Work

Simmons University

Attended: May, 2019- December 2021

Bachelor of Human Services w/co Child and familigs Services

Southern N.H University

Concentration in Child and Family Services

Dates attended: March 2015 – March 2019

Certified Medical Interpreter- 2012

Certified Marketplace Counselor - 09/2016

Diversity and Cultural Competency in Health Care Certificate – 2016

SKILLS PROFILE

- Excellent communication skills – both written and oral
- Bilingual
- Certified Interpreter
- Certified Application Assister
- Certified Marketplace Application Counselor
- Exceptional interpersonal skills with both coworkers, parents, and customers
- Superb administration, organizational and problem-solving skills
- Proficient in several software applications, including Microsoft Office
- Health Educator
- Ability to adjust to constantly changing workloads
- Strong command over verbal and written English and Spanish language

- Attention to details and work efficiently with minimum supervision
- Translated curriculum power point presentation and documents into Spanish

RELEVANT EXPERIENCE

- Assessing individual and community needs
- Knowledge of community resources
- Advocate for health-related issues
- Prepare and distribute health education materials, including reports, posters
- Answers and screens inquiry call and emails from prospective clients
- Strong telephone management, organization, and prioritization skills.
- Ability to direct requests and unresolved issues to the designated resource
- Knowledge of medical terminology
- Educate young girls about healthy decision making
- Helping consumers prepare electronic and paper applications to establish eligibility and enroll in coverage through the Marketplace and potentially qualify for an insurance affordability program.
- Researches and follow up on all correspondence associated with assigned accounts and documentation letters, and generate correspondence requesting required information, when necessary
- Complete new Medicaid applications and re-certifications
- Financial Verification's for new admissions
- Responsible for completing initial psycho-social assessment with all families served by Amoskeag Health
- Responsible for developing a care plan for individual families addressing family risks and priority needs using a family strength-based approach.
- Provides crisis services as needed in a primary care pediatric setting
- Assist families in applying for services such as DHHS, child support, housing, fuel assistance, guardianship, domestic violence petitions
- Experience developing case plans and documentation
- Identify community resources and services that could possibly benefit clients

Amoskeag Health

12/1/2012 — Present

- Behavioral Health Community Counselor
- Youth Enrichment Program Coordinator
- Case Manager
- Intake Representative

- New Patient Representative
- Medicaid Application Assister
- Market Place Counselor
- Health Facilitator for Shine Program (Girls Program)
- Health Facilitator for R.T.R. (Boys program)
- Receptionist

Behavioral Health Counselor- Youth Enrichment Program Coordinator 03/2021- Present

- Provide group behavioral health support at youth serving organizations.
- Participate in efforts to explore data sharing with identified partners.
- Provide comprehensive assessment, consultation, diagnosis, brief intervention of psychological/psychiatric problems and/or disorders.
- Provide effective treatment planning and assisting clients in successfully achieving goals including information and referral, advocacy and case management.
- Evaluate crisis situations and apply appropriate interventions.
- Assist in the detection of "at risk" patients and development of plans to prevent further psychological or physical deterioration.
- Works collaboratively with primary providers and other involved clinical staff to develop and implement care plans for patients.
- Short-term counseling.
- Maintain accurate, timely documentation in the client's medical record of all client contacts, case planning and the client's plan of care.
- Provide clinical behavioral health services to individual youth and to groups served by GUW YEP partnering agencies in community settings.
- Sensitivity to cultural diversity of population being served. Maintains client age-related competencies.

Case Manager

03/2018-09/2020

- Determines clients' requirements by completing intake interviews, psycho-social assessment, and plan of care for each individual family.
- Monitors cases by verifying clients' attendance; observing and evaluating treatments and responses; advocating for needed services and entitlements; obtaining additional resources; crisis intervention; providing personal support.
- Provides frequent reassessments and evaluations of patient care received
- Serves as an advocate for the patient within the health care system, as well as with outside agencies such as insurance companies and other payers.
- Coordinates the patients ongoing care in conjunction with outside agencies as needed
- Ensures the ethical and legal issues related to patient care delivery are addressed and that care is provided appropriately

- Works closely with or within managed care organizations
- Maintaining accurate, up-to-date case information
- Provide patient and family education
- Makes sure that the process in organizing, securing, integrating, and modifying the resources necessary to accomplish the goals set forth in the case management plan
- Delivers healthcare services to patients and families or caregivers over the telephone or through correspondence, fax, e-mail, or other forms of electronic transfer.
- Review services to ensure that they are medically necessary, provided in the most appropriate care setting, and at or above quality standards
- Attend relevant trainings, workshops and seminars
- Assist families in applying for services such as DHHS, child support, housing, fuel assistance, guardianship, domestic violence petitions
- Assist families with immigration issues or referrals to appropriate organizations
- Assist in families with domestic violence issues (filling DVP orders, support during court hearings, housing concerns, makes safety plan)

Luisa's Italian Pizzeria

01/02/1996- 2018

- Open and Closing duties
- Keeping the restaurant in compliance with health codes, etc.
- Managing customer relations
- Enforce sanitary practices for food handling, general cleanliness, and maintenance
 - Of kitchen and dining areas. Ensure compliance with operational standards,
- company policies; federal/state/local laws, and ordinances
 - Oversee and manage all areas of the restaurant and make final decisions on
 - matters of importance to guest service
- In charge of managing 10-12 employee
- Counting all money in the registers, safe and making deposits at end of shift

Family Justice Center / Case Manager

09/2017- 05/2018

- Coordinate and manage client flow and information;
- Assess clients' safety and needs; Determine client needs
- Assist in determining next steps for clients' visit to the Family Justice Center
- Work with on-site partners to schedule client appointments;
- Answer telephones and respond to service inquiries;

- Provide information, referrals and advocacy on the phone and in person
- Link the client to on- and off-site partners
- Attend relevant trainings, workshops and seminars
- Maintain cooperative working relationships with other service providers
- Perform other duties as assigned.
- Worked closely with Domestic Violence Partners (NHLA)
- Assisted clients in getting information in timely manner for DVP case or for other agencies
- Develop relationships with families who are homeless and facing issues such as mental illness, substance abuse, physical disability, history of trauma and/or domestic violence, and poverty
- Assists in the filing of protection orders
- Assist families in applying for services such as DHHS, child support, housing, fuel assistance, guardianship, domestic violence petitions

Elizabeth (Betsy) Burtis

PROVEN LEADERSHIP

Results-oriented leader with an established record of building and nurturing strong teams and cross-disciplinary relationships. Creative and innovative thinker adept at managing projects from initiation to completion. Highly skilled in the design and implementation of new systems and processes, and managing change efforts to promote organizational effectiveness and efficiency. Resourceful and persuasive self-starter with unquestioned integrity, enthusiasm, excellent judgment and the conviction to act decisively.

AREAS OF EXCELLENCE

Leadership Development & Coaching . . . Collaborative & Strengths-Based Supervision . . . Planning & Project Management
Organizational and Individual Goal Alignment . . . Facilitation, Teaching and Training . . . Orientation and Onboarding

PROFESSIONAL EXPERIENCE

AMOSKEAG HEALTH (formerly known as Manchester Community Health Center, Manchester, New Hampshire)

Chief Officer for Integrated Health Services July 2019 – current

Oversees the development, staff supervision, budget management, and evaluation of programs providing case management, integrated care coordination, behavioral health, health equity and community-based services to a diverse patient population receiving primary care in a community health center.

Practice Transformation Project Manager January 2019 – June 2019

Responsible for the development of organizational processes and systems to support behavioral health and primary care integration under the New Hampshire Delivery System Reform Incentive Payment (DSRIP) / Medicaid 1115 Waiver Program. Ensured completion of required activities for the Integrated Delivery Network (IDN) project plan.

AMERICAN RED CROSS, Concord, New Hampshire

Program Manager, Nurse Assistant Training May 2017 – December 2018

Direct a team of twenty clinical instructors and administrative staff in the provision of high-quality nurse assistant education throughout the states of New Hampshire and Vermont. Market program and establish collaborations with employers and workforce development groups to meet the critical shortage of nursing assistants in the area.

Key Contributions:

- Secured five new contracts and partnerships with hospitals, long-term care facilities and high schools.
- Initiated organization-wide process improvement team for customer tracking procedures in Salesforce.
- Scored 95% manager effectiveness in employee engagement survey, exceeding organizational benchmark by seven points.
- Executed the successful recertification process with state boards of nursing and departments of education.
- Completed People Management Development Program (leadership development) curriculum.

MANCHESTER COMMUNITY COLLEGE, Manchester, New Hampshire

Adjunct Faculty March 2016 – June 2019

Teaching classroom-based, online and hybrid first year seminar course to new students. Developed course content and activities to support first-year student success and retention. Competency in building and maintaining coursework in Blackboard and Canvas online learning software.

ASCENTRIA CARE ALLIANCE, Concord, New Hampshire

Organizational Learning & Development Manager - December 2015 – May 2017

Generated new program for staff and organizational development for a 1300+ employee, multi-state nonprofit human services agency.

Key Contributions:

- Developed first organizational training plan to meet accreditation criteria for Council on Accreditation.
- Collaborated with senior leadership to design the first employee engagement survey and developed action plan for follow up on results.
- Created annual mandatory education process to address safety and compliance training gaps and meet accreditation standards.
- Adopted and implemented an e-learning system for all employees.
- Designed and delivered leadership training sessions.
- Redesigned and standardized new employee orientation and onboarding process.

Elizabeth (Betsy) Burtis, Page 2

ASCENTRIA CARE ALLIANCE, Concord, New Hampshire (continued)

Program Manager, Health Profession Opportunity Project - 2011 to 2015

Built new federally-funded healthcare workforce development program from the ground up. Led team of ten professionals in identifying, motivating, training and placing low-income, motivated individuals into health careers.

Key Contributions:

- Managed five-year \$1.9 million federally funded grant and came in under budget each year.
- Directed employment program producing 88% job placement rate.
- Collaborated with State and Federal entities in administration of the federal grant: NH Office of Health Equity, US Department of Labor, NH Workforce Investment Board.
- Analyzed labor market information and trends to guide students in career choices and fill community healthcare employer needs.
- Identified marketing and recruitment opportunities and performed outreach to potential students and employers.

TRAINING CONSULTANT, Self-Employed, Derry, New Hampshire

Independent Consultant - 2009 to 2011

Partnered with organizations and workplaces to impact positive change.

- New Hampshire Technical Institute, Concord, NH - delivered job search strategies and customer service workshops.
- New Hampshire Humanities Council, Concord, NH – facilitated ongoing community conversations about New Hampshire and immigration utilizing the Civic Reflections model of literature based civic dialogues.
- Tufts Medical Center Residency Program, Boston, MA – led cultural effectiveness workshops for new resident orientation.
- Caritas Norwood Hospital, Norwood, MA – consulted with Quality Management to design programming aimed at improving interdisciplinary teamwork and communication.

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, Nashua, New Hampshire

Manager, Training and Development, 2002-2009

Designed and delivered comprehensive training and development programs across a 2000+ employee health system. Served as instructional designer, consultant, coach, and facilitator to senior leadership, departments, teams, and committees on topics such as leadership impact, conflict resolution, alignment with strategic organizational goals, effective communication and process improvement. Guided the organizational Cultural Effectiveness, Domestic Violence and Service Recovery Teams.

Key Contributions:

- Increased employee participation at in-house training programs by 30% annually.
- Improved training results and accountability by implementing post-training action plan and follow-up process.
- Implemented and managed annual safety education program resulting in 100% employee participation, exceeding the Joint Commission's requirements for compliance.
- Devised and delivered Process Improvement Studio Course, a hands-on series in which employees applied tools and techniques such as flowcharting, data collection and analysis, lean processes, and root cause analyses to processes in their own departments.
- Created and managed annual Quality Fair to celebrate and inspire broader interest in process improvement. Entries required to show results impacting organizational core values. Approximately 20 entries and 400 visitors each year.

Associate Director, Foundation Medical Partners, 2001-2002

Managed four family practice sites, analyzed and supervised operations of Institute for Health and Wellness (an integrated holistic health center), developed leadership development programs, recruited physicians, and served as project manager for electronic medical record selection process.

Practice Manager, Foundation Medical Partners, 2000-2001

Managed operations for three behavioral health practices. Selected, hired, and led 25 clinical and administrative staff. Developed and administered budgets. Planned and executed merger of two practices, which reduced overhead expenses and allowed the operation to provide a wider range of clinical services.


CENTER FOR LIFE MANAGEMENT, Derry, New Hampshire

Director, Adult Outpatient Program, 1997-2000

Promoted to this position to oversee operations for community behavioral health center serving adults and children. Selected, hired, and led a team of 15 clinical and administrative staff in three sites.

Site Administrator, 1995-1997 & Office Manager, 1994-1995

Directed administrative functions and managed facilities for two outpatient clinics; managed seven administrative staff. Enhanced patient co-pay collections, initiated patient intake and insurance verification process.

Elizabeth (Betsy) Burtis, Page 3 • 

EARLY CAREER, CURRY COLLEGE

Higher education administrator managing student-housing program in progressive roles. Supervised professional and student staff, led judicial affairs program, taught first year seminar. Handpicked by senior leadership to head a student retention project.

EDUCATION

LINKAGE INCORPORATED, DEPAUL UNIVERSITY | *Certificate in Organizational Development*

THE UNIVERSITY OF VERMONT | *Master of Education, Higher Education Administration*

BOSTON UNIVERSITY | *Bachelor of Arts, History*

SELECTED TRAINING & CERTIFICATIONS

CORPORATION FOR POSITIVE CHANGE | *Foundations of Appreciative Inquiry (4 days)*

INTERACTION INSTITUTE FOR SOCIAL CHANGE | *The Masterful Trainer (2 days), Essential Facilitation (3 days), Facilitative Leadership (2 days)*

AHA! PROCESS, INC. | *Bridges Out of Poverty (2 days)*

Christina M. Miller, MS, LCMHC

EDUCATION:

MASTERS OF SCIENCE: Community Mental Health/Mental Health Counseling
Southern New Hampshire University Manchester, New Hampshire

BACHELOR OF ARTS: Psychology
Keene State College Keene, New Hampshire

ASSOCIATES OF SCIENCE: Chemical Dependency
Keene State College Keene, New Hampshire

LICENSE

Licensed Clinical Mental Health Counselor
License number [REDACTED] New Hampshire

WORK EXPERIENCE:

AMOSKEAG HEALTH...*Adolescent Behavioral Health Counselor/Manager of Community Behavioral Health
Adolescent Preventive Services Program* Manchester, New Hampshire
September 2013-Present

This position includes two main components; the supervision of ten Master level school programming staff and providing individual counseling services to youth involved in programming. Working in collaboration with the Manchester School District, providing counseling and preventive health services to at-risk adolescents in middle and high schools. Creating opportunities to increase protective factors in adolescents' lives, while reducing barriers to their success.

CHILD & FAMILY SERVICES...*Case Coordinator
Transitional Living Program* Manchester, New Hampshire
April 2004-January 2014

Worked with former homeless youth between the ages of eighteen and twenty-two in a shared living setting, provided extensive life-skills training/education in order to foster self-sufficiency and to reduce the risk of future homelessness. Provided weekly individual counseling, case management, and facilitated educational groups on a variety of topics. Maintained daily contact with clients, created treatment plans, coordinated multiple services with other agencies and individuals, and supervised resident assistants.

CHILD & FAMILY SERVICES...*Case Manager/Tracker
Integrated Home-Based Services* Manchester, New Hampshire
July 2002-April 2004

As a Case Manager, worked with families/foster parents and their children provided family counseling sessions, treatment planning, and connected families to their community resources. As an Adolescent Tracker, I worked closely with adjudicated youth at school, home, and in their communities. Responsible for setting curfews, drug testing, and individual/family counseling.

----- **Ashley R. Roney, M.S.** -----

Skills & Qualities

- Passionate, adaptable, creative, detail-oriented, with a high aptitude to learn & accept feedback
- Proficient in Microsoft Office, database software, scheduling software, & telecommunication
- Excellent customer service, problem-solving, and interpersonal communication skills
- Experience with client management software: CRM, EMR, Docusign, OneNote, Outlook, ECM
- Advanced documentation and report writing skills
- Interview, assessment, & training skills
- Crisis intervention experience
- Relationship building skills
- Conflict resolution skills

Work Experience

Amoskeag Health

Nov 2019-Present

Community Schools Behavioral Health Counselor

- Clinical assessment, diagnosis, and treatment of children in elementary school, YMCA, & camp settings
- Participate in IEP meetings, wraparound engagement, & collaboration w/ parents & external supports
- Documentation, report writing, scheduling, administrative tasks, team support, & training
- Collaborate with clinical team. Partner with & co-facilitate community events with area agencies
- Case management monitoring & referrals as needed
- Individual, family, and group therapy
- Crisis intervention

Southern New Hampshire University

Aug 2018-April 2019

Academic Advisor I

- Supported students through navigating federal Satisfactory Academic Progress laws
- Guided student success & supported those at risk or considered for Academic Probation
- Supported students in reaching their educational goals via phone and email
- Experience using Salesforce CRM to track student data and progress
- Experience using Docusign to approve/deny student forms
- Answered student inquiries
- Created course plans

Riverbend Community Mental Health Children's Intervention Program

March 2017-July 2018

Community-Based Child and Family Therapist & Case Manager

- Clinical assessment, eligibility, diagnosis, and treatment of children & families
- IEP meetings, team meetings, and collaboration with external supports
- Individual, family, and group therapy
- Intensive clinical case management
- Co-facilitated parenting classes
- Intensive parent support
- Crisis intervention
- Regional travel

Education

Master of Science in Clinical Mental Health Counseling
New England College - Henniker, NH

Sept 2013 - Dec 2015

Bachelor of Arts in Psychology, Minor in Writing
University of New Hampshire - Durham, NH

Sept 2009 - May 2013

- Provides support, assistance, and referrals for pregnant women facing housing issues, lack of insurance, substance use, substance use treatment, mental health counseling.
- Conducts intake assessments, discharge inventories, and EPDS post-partum depression screenings.
- Participate in Centering Pregnancy groups meetings.
- Assist social workers on patient floors: conducted assessments on new patients, made VNA referrals, assisted patients in completing advanced directives, provided emotional support to patients.

Social Work Intern

Crotched Mountain Rehabilitation Center

Greenfield, NH Sept. 2012-May 2013

- Worked with students with physical, emotional, and cognitive disabilities. Ages ranging from 6-21.
- Learned appropriate techniques and skills for working with students who are improving on their social skills and life skills.
- Conducted a social skills group for adolescent boys.
- Worked with students on how to deal with and handle major life transitions, in an appropriate and successful manner.
- Learned about different types of communication devices and integrated the use of them in sessions with the students.

Gabrielle McNulty, MSW

Objective

An ambitious and efficient individual who is determined to better the mental and emotional well being of children and their families.

Education

MASTERS | DECEMBER 2019 | SIMMONS UNIVERSITY

- Major: Social Work
- 3.9 GPA

BACHELORS | DECEMBER 2017 | RIVIER UNIVERSITY

- Major: Psychology
- Minor: Criminal Justice
- 3.8 GPA (Graduated Magna Cum Laude)

Skills & Abilities

- Proficient in Microsoft Office

Experience

ADJUNCT PSYCHOLOGY & SOCIAL WORK PROFESSOR | RIVIER UNIVERSITY|

01/2021- PRESENT

- Construct Syllabi
- Plan Weekly Class Material
- Assign and Grade Assignments Accordingly (Quizzes, Tests, Formal Assignments)

SCHOOL BEHAVIORAL HEALTH CLINICIAN | AMOSKEAG HEALTH| 02/2020-PRESENT

- Provide individual & group therapy to elementary school aged children (remotely & in person)
- Write Treatment Plans & Clinical Notes
- Organize and participate in community events for low income families

ADJUNCT DANCE PROFESSOR | NORTHERN ESSEX COMMUNITY COLLEGE|

01/2021- PRESENT

- Construct Syllabi
- Plan Weekly Class Material
- Assign and Grade Assignments Accordingly (Quizzes, Tests, Formal Assignments)

OFFICE ADMIN OPPORTUNITY NETWORKS | 05/2015-02/2020

- Organize client database
- Assist with fundraisers
- Oversee client notes (adjusting notes and goals)

References

Available Upon Request

Heidi Schlenz

SUMMARY OF QUALIFICATIONS

Hardworking, independent, and motivated individual seeking a Clinical Mental Health Counselor position working towards licensure. Experience working with children and adolescents in clinical, school, and community settings. Driven towards supporting youth in navigating challenges and growth.

EDUCATION

Master of Science, Clinical Mental Health Counseling December 2020
Plymouth State University, 4.0 GPA

Associate, iaedp Institute of Eating Disorders October 2020
International Association of Eating Disorders Professionals

Bachelor of Science, Psychology April 2014
Brigham Young University Idaho, 3.63 GPA

EXPERIENCE

Adolescent Behavioral Health Counselor August 2021 – Current
Amoskeag Health

- Provide counseling services to 30 adolescents in a school-based setting
- Collaborate with school counselors to further identify and assess clients' needs
- Utilize counseling techniques, including CBT and play therapy activities
- Independently manage weekly schedule and caseload

Residential Counselor May 2021 – August 2021
Webster House

- Supervised and ensured the safety of 10 residents in the program
- Modeled interpersonal skills through teaching daily living and life skills
- Supported youth in community activities on a regular basis
- Provided support to residents during mental health crises

Behavioral Health Counselor Student Intern May 2020 – December 2020
Amoskeag Health

- Provided counseling to 10 children and adolescents with varying mental health conditions
- Incorporated cognitive behavioral therapy and play therapy interventions
- Utilized telehealth services to provide effective counseling services for clients
- Collaborated with medical providers in an integrative care setting

Residential Youth Mentor August 2019 – May 2020
Texas School for the Blind and Visually Impaired

- Assisted 20 adolescents with daily living and coping skills in a residential capacity
- Encouraged development among students through group and community activities
- Provided supervision and support on and off campus

Counselor Practicum Student Intern August 2019 – December 2019
Catholic Charities of Central Texas

- Provided counseling services to 14 clients, including children, adolescents, and adults
- Counseled clients who have anxiety, depression, trauma, and PTSD
- Utilized therapeutic modalities such as cognitive behavioral therapy and play therapy

Heidi Schlenz

Administrative Assistant

March 2018 – May 2019

Church of the Holy Spirit

- Built and maintained rapport with members of the church and community
- Made bank deposits and used QuickBooks
- Updated and managed weekly websites, bulletins, and e-newsletters

Community Case Manager

March 2017 – June 2017

Lakes Region Mental Health

- Provided support to 10 clients with a rehabilitative focus to foster clients' personal growth
- Promoted independent and productive habits in clients by setting and working towards goals
- Assisted clients in discovering roles within the community through encouraging self-efficacy

Youth Counselor

June 2016 – December 2016

Eva Carlston Academy

- Motivated youth in developing life skills, such as coping, communication, and social skills
- Fostered 20 adolescents' self-concepts and emotional development
- Encouraged youth through role modeling positive behaviors

Special Needs Caretaker

September 2014 – February 2015

Sondra Thorell Residence

- Provided constant supervision of special needs adult with Down Syndrome
- Coordinated various activities among the community, including crafts and library visits
- Managed weekly activity budget by tracking costs and collaborating with supervisor

Psychiatric Technician

June 2014 – January 2015

University Neuropsychiatric Institute

- Fostered a positive atmosphere for 30 individuals with a range of mental health conditions
- Developed rapport with children, adolescents, and adults in a milieu environment
- Participated in group sessions to enhance clients' inpatient counseling experience
- Provided consistent monitoring through behavior management techniques and supervision

VOLUNTEER

English Teacher

August 2015 – December 2015

China Horizons

- Taught weekly lessons to 350 students
- Developed creative and individualized lesson plans for middle-school students
- Built and maintained rapport with children through providing continued support

CASA Volunteer

April 2014 – January 2015

Court Appointed Special Advocates

- Discovered child's needs and informed Guardian ad Litem on a weekly basis
- Planned and engaged in community outings with child, including trips to museums and parks
- Attended court hearings and group treatment meetings

HOLLOWAY A. TESTERMAN

EDUCATION

Masters of Social Work Degree
University of Minnesota, Saint Paul, MN

May 2022

Study Abroad: Uganda Studies Program

Spring 2020

EXPERIENCE

ADOLESCENT BEHAVIORAL HEALTH COUNSELOR: Amoskeag Health

May 2022-Present

- Provide counseling services to 30 adolescents in a school-based setting
- Collaborate with school counselors to further identify and assess clients' needs
- Utilize counseling techniques, including CBT and play therapy activities
- Responsible for diagnosing, treatment planning, and continued therapeutic alliance

INTERN: Jewish Community Action, Minneapolis, MN

September 2021 – May 2022

- Worked to increase Jewish engagement in social justice issues in the Twin Cities.
- Conducted grassroots community organizing, educational, and policy initiatives in the areas of housing justice, community safety, and immigration justice.
- Engaged in relational community organizing to develop members into community leaders for justice.
- Wrote grants totaling \$25,000 to sustain JCA's housing campaign budget.

PERMANENCY COACH: Becket Family of Services, Rochester, NH.

Sep 2020 – Jul 2021

- Provided community-based services to youth and parents to increase access to permanent supports.
- Provided treatment for sexualized behaviors, emotional regulation, truancy, and family reunification.
- Utilized MI, CBT, DBT, and trauma-informed models of care to facilitate client growth and healing.
- Worked with referral sources to support mental, behavioral, family, and educational goals.
- Advocated for child welfare and safety within the treatment team and within the court system.

INTERN: Compassion International Child Survival Program, Kisoga, Uganda

Jan 2020 – Mar 2020

- Provided community-based services to promote reproductive and maternal health in a Ugandan context.
- Provided family and individual counseling to prioritize wellbeing in cases of domestic violence.
- Facilitated group and individual sessions to promote positive parenting skills and infant health.
- Assessed clients for medical referral in event of injury or illness.
- Monitored developmental health of each child with detailed records.
- Utilized cross-cultural skills, self-regulation, and professionalism to adapt to a diverse range of clients.

LEVEL 1 THERAPIST: Behavior Care Specialists, Rock Valley, IA

Sep 2017 – Dec 2019

- Provided behavioral therapy to children with autism in order to increase positive coping skills.
- Creatively built relationships with children and coworkers in one-on-one and group settings.
- Utilized creative problem solving, empathy, and self-regulation to diffuse tantrum behaviors.

VOLUNTEER EXPERIENCE

Facilitator: Supporting Parents of Unplanned Pregnancy, Sioux Center, IA

April 2019

Student Advisor: Dordt University Internal Review Board, Sioux Center, IA

Sep 2018 -- Dec 2019

Student Facilitator: Katelyn's Fund, Sioux Center, IA

Sep 2018 – Dec 2019

Melissa Berry

Melissa Berry, LICSW

Experience

Amoskeag Health / Behavioral Health Counselor, Adolescent Preventive Services Program

FEBRUARY 2018 - PRESENT, Manchester, NH

- Provide individual counseling services to adolescents and teenagers at local high schools, through Amoskeag Health's community partnership with the Manchester School District
- Engage in mental health assessments, to create and implement treatment plans for students
- Collaborate with families, school staff, school administrators, and clinic staff to coordinate care for students

Amoskeag Health / MSW Intern - Behavioral Health Counselor (clinical rotation)

AUGUST 2017 - DECEMBER 2017, Manchester, NH

- Provided individual counseling services to children and appropriate supports for families
- Created and implemented treatment plans for clients
- Collaborated with a team of pediatricians, case managers, and behavioral health counselors to provide immediate and follow-up behavioral health support for children and families during regular office visits in a clinic setting
- Assisted in facilitating the SHINE group program for high-school students

Southern NH Services - Head Start / MSW Intern - Social Work

MAY 2016 - DECEMBER 2016, Manchester, NH

- Supported three preschool-age children within the classroom setting. Assessed individual children and identified areas of need to assist with the child's functioning in the classroom
- Created and implemented treatment plans for the clients
- Collaborated with families regarding goals to work on, as well as outside services which could be beneficial to the child and/or family
- Organized and facilitated social skills groups, which included smaller groups as well as whole-class group

- Collaborated with team members (LICSW supervisor, center director, classroom teacher, behavioral support coach, etc.) to best support the child's needs

Speech Therapy Solutions / Office Manager

OCTOBER 2010 - AUGUST 2017, Salem, NH

- Implemented electronic medical records system and internal billing system
- Collaborated with therapists and families on scheduling, services needed, insurance authorizations, documentation, and other needs
- Managed and oversaw daily tasks for a small office which included five therapists
- Developed internal processes to streamline client intakes, insurance billing and authorizations, and patient invoicing

Education

University of New England / Masters of Social Work

SEPTEMBER 2013 - DECEMBER 2017, Online campus, Biddeford, ME

Emerson College / Bachelor of Science

SEPTEMBER 1998 - AUGUST 2022, Boston, MA

Elyse O'Rourke, M.A.

Work Experience

Amoskeag Health-Memorial High School

March 2022-current

Adolescent Behavioral Health Counselor

- brief counseling, support, mentoring for adolescents
- school-based therapy sessions
- preventative care approach
- education/connection to community resources as needed
- mental health assessments, diagnosing, treatment formulation
- safety risk assessment and prevention
- psycho-education, coping skills, communication/conflict resolution training and implementation

Center for Life Management

May 2021 – March 2022

Children's ACT Clinician

- Family Systems Approach
- In-Home therapy for at risk children
- Collaboration/wrap-around care
- Clinical Documentation
- Crisis Prevention
- Family education and Training

Easterseals Residential Campus

July 2020 – May 2021

Clinician

- creation and implementation of trauma informed treatment plans
- staff training
- facilitation of treatment meetings
- individual & family therapy
- group therapy
- crisis intervention and stabilization

Autism Bridges

October 2018 – July 2020

Registered Behavior Technician

- implementation of behavior support plans individualized to client
- ABA therapy implementation 1:1 with children on the spectrum
- discrete trial training
- incidental teaching
- in-vivo and natural environment learning
- task analysis

Education

Master of [arts, clinical mental health counseling]

September, 2016 – May, 2020

Rivier University, Nashua NH

Bachelor of [arts, psychology]

September, 2009 – June, 2013

SNHU, Manchester NH

Skills & Qualities

- Building Rapport/Therapeutic Alliance
- Safety & Risk Assessments
- Patient Evaluation
- Crisis Prevention Intervention
- Program Implementation
- Experience with At-Risk Youth
- Tracking Client Progress
- Maintaining Confidentiality
- Completing Clinical Documentation Accurately and Promptly

Sahira Garcia



Education:

2019-2020 Various conferences on the need for social services and some resources.

2008- 2008 LNA Health Careers

1996-2001 Facultad de Ciencias de la Administracion (Mexico).

1993-1996 Centro de Bachillerato Tecnologico Industrial y de servicios No.97 (Mexico).

1990-1993 Benemerito de las Americas (Mexico).

1984-1990 Tomas Lopez Garcia (Mexico).

Work Experience:

LNA- Maple Leaf (Currently Working)

Community Health Worker- Amoskeag Health former (MCHC)

Front Desk – Manchester Community Health Center

LNA- St. Joseph Residence (Currently Working)

LNA- Holly Cross

LNA- Catholic Charities (Shared Nursing Services Program)

LNA- St. Teresa Rehabilitation and Nursing Center

Dietary Aide- Mount Carmel Rehabilitation and Nursing Center

Cook- St. Teresa Rehabilitation and Nursing Center

Dietary Aide- St. Teresa Rehabilitation and Nursing Center

Teacher Aide- Centro de Desarrollo Infantil No.1 (Mexico)

Dietary Aide & Cook- Arbors Care Center (NJ)

Employee- Mc Donald's (NJ)

Employee- Town and Country (NJ)

Teacher Aide- Centro de Desarrollo Infantil No.1 (Mexico)

PATRICIA TURINI-SYLVESTER

[REDACTED]

[REDACTED]

QUALIFICATIONS:

Strong interpersonal skills

Bilingual English/Portuguese

Hard working individual

Driven to exceed expectations

Basic conversational Spanish

EXPERIENCE:

Patricia's Cleaning / Self Employed House Cleaner / May 2014 –Present

M&M Cleaning / Commercial Cleaner / 2010 - 2014

HSBC - Bank Products / Marketing Promoter / 2004 - 2004

Aesthetics Post Surgical Procedures / Assistant / 2005 - 2008

Promotional Marketing / Customer Service / 2000 -2003

Personal Care Assistant / 1998-1999

EDUCATION:

Health Care Community Interpretation Training /Southern New Hampshire Area Health Education Center / 2020

High School class of 2001/ Campinas / Brazil

Nadeige Kabala

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Education

Associates Degree in Science, Human Service, New Hampshire Technical Institute, May 2021

Experience

Amoskeag Health, Community Schools Community Health Worker November 2021 - Present

Support students and families in navigating healthcare, educational and social service systems. Attend school meetings with the family, schedule medical appointments, arrange for transportation, and assist with applying for public assistance if eligible. Coordinate with a broad variety of community-based organizations to remove families' barriers to care and education.

The Courville Assisted Living, Activities Assistant January 2020 – November 2021

Assisted residents with daily living support and care. Provides social and emotional support to individual residents in accordance with established standards, guidelines and regulations in regards to resident safety. Requires the ability to think independently, be self-motivated, organized, and have a positive, upbeat attitude.

New Hampshire Hospital, Internship Practicum September 2020 – May 2021

Under the guidance of an experienced mental health worker, completed 125 hours of observation, practice and delivery of a variety of therapeutic and helping services. Experienced a variety of acute psychiatric care that includes all aspects of mental health worker duties and responsibilities. Demonstrated professional and polite behavior in all interactions and maintained a professional appearance within the therapeutic environment.

Boston Market, Cook July 2018 - July 2019

Prepared meals, handled foods safely, maintained clean preparation area. Set up workstations and ingredients so that food can be prepared according to recipes. Responsible for basic cooking duties, such as reducing sauces and parboiling food. Prepare simple dishes, such as salads and entrees. Maintain a clean and orderly kitchen by washing dishes, sanitizing surfaces, and taking out trash. Ensure that all food and other items are stored properly. Comply with nutrition and sanitation guidelines.

Skills

- Handling food safely
- Maintaining sanitary food preparation area
- Fluent in French and Lingala languages
- Commitment to customer service values in professional conduct and by promoting such values in assigned work area

SARAH BERNYK

contact



I am a motivated college student seeking a position in which I can utilize my interpersonal and organization skills. I am passionate about learning and helping my community. My goals for the future include furthering my education in organic science and gaining on the job experience in a healthcare setting.

work experience

In Home Child Care

August 2021 - Present
Amherst, NH

- Created daily schedules and effective reinforcement/punishment strategies
- Prioritized maintaining a safe and trusting environment
- Assisted with meal preparation and housekeeping duties

CVS Health – Shift Supervisor

June 2020 – August 2021
Nashua, NH

- Collaborated with store crew to assign and complete daily tasks, including photo orders, product placement, and opening/closing procedures
- Assisted customers by addressing questions and complaints with respect and remaining up to date with policies and procedures

Peacock Players – Summer Theater Camp Counselor

July 2019 – August 2019, July 2021 – August 2021
Nashua, NH

- Mentored children (aged 6-14) by providing theater expertise, inspiring creative growth, and promoting a respectful atmosphere

education

Souhegan High School
Class of 2020, 3.78 GPA
Amherst, NH

Nashua Community College
Pursuing associate degree in biology
Nashua, NH

key skills

Customer Service

Interpersonal Skills

Intermediate Spanish

Willingness to Learn

Organization/Delegation

extracurriculars

- Interact Club – Secretary
- International Thespian Society
- National Honor Society
- Spanish National Honor Society
- Yearbook Committee
- Ethics Forum

awards

- Clarkson University Book Award
- New Hampshire Scholar
- Academic Achievement Award

Marisol Acevedo Ortiz Murillo



Work Experience

Toddler Teacher

Wise Owl Academy - Nashua, NH
October 2021 to Present

Cleaner

Jacobs - Hudson, NH
April 2021 to Present

Nanny/Babysitter

it wasn't a company - Nashua, NH
June 2017 to June 2019

I was a nanny for a really long time and I really loved my job but it is time to get a job with a set schedule

Education

Trade school in Medical Assisting

Boston career institution - Lowell, MA
May 2021 to Present

High school diploma in And some college

Nashua High School South - Nashua, NH
August 2016 to June 2020

Skills

- Babysitter
- Pet Sitting
- Meal Preparation
- Childcare
- Cleaning Experience
- Nannying
- Toddler Care
- Cooking
- Animal Care
- Cashiering
- Teaching

Languages

- English and Spanish - Fluent

Certifications and Licenses

CPR Certification

Fawn Francis

SUMMARY OF QUALIFICATIONS:

- Seven (7) years of experience in program coordination
- Managed Google calendar agenda and meetings for staff and supervisors
- Profound experience in delivering job readiness support and services
- Act as a communication link between departments
- Performed census tracking for status reports
- Provide multiple office support clerical tasks in a nonprofit social services agency.
- Facilitated a variety of computer and career training programs.

EDUCATION:

- Manchester Community College
 - Microsoft Computer Application I
Introduction to MS Applications Office Suite.
- **Administrative Assistant Certification (NOCTI)**
 - Intensive 16-week training program in Administrative Assistant technical and soft skills. Coursework included MS Office computer applications, records management and filing, organization and time management, financial records, business correspondence, reception skills, communication, conflict resolution, customer service skills, and problem-solving.
- **Customer Service Training Certification**
 - Completed customer service training, "Through the Customer's Eyes" including dealing with the difficult customer, meeting customer's needs, and customer satisfaction techniques. Passed International Certification Exam.
- **Healthcare Foundations**
 - Intensive 4-week training. Coursework included Intro to Medical Terminology, Intro to Medical Abbreviations, HIPAA Awareness, Blood borne Pathogens/Universal Precautions, Healthcare Compliance/Patient Bill of Rights and Introduction to Medical Billing and Coding.
- **Medical Seminars**
 - Completed two seminars related to healthcare skills; Intro to Medical Terminology and HIPAA Awareness.
- **High School Graduate**

ADDITIONAL SKILLS AND ABILITIES

- Creative Thinker
- Good communication and interpersonal skills
- Demonstrated ability to work collaboratively
- MS Office Professional Computer Skills including Word, Excel, & Access
- Knowledge of QuickBooks, MS Publisher, & MS PowerPoint
- Efficient Records Management/Filing Skills

EXPERIENCE:

Sanmina

Receptionist/Switch Board Operator
Office support for Human Resources

2017 – Present

AECOM

Customer Service Representative

2017

Monroe Staffing: Maplehurst Bakery/ NH EZPASS

Office Support
Customer Service Representative

2016-2017

Manchester Community Resource Center

2008-2017
Office Clerk/Program Coordinator

MELISSA D. SHESSLER, MSN, APRN, CPNP-PC



PROFESSIONAL SUMMARY

- Board Certified Pediatric Nurse Practitioner in Primary Care
- Actively working as an APRN in Pediatric Primary Care Clinic and Newborn Nursery at Dartmouth Health Children's
- Over 18 years of nursing experience as a registered nurse in neonatal inpatient and pediatric primary care setting. Competencies include pediatric triage, pediatric assessments, in-patient skills, care coordination, discharge planning, teaching, and anticipatory guidance. Interests in maternal child health, pediatric developmental health, and behavioral health. Focus on patient and family centered care. Collaborates and works efficiently in a team-based model, able to work in a high pace environment. Promotes quality improvement and evidence-based practice.

EDUCATION

Aug 2017- June 2020	Post Masters' Pediatric Nurse Practitioner Certificate in Primary Care Maryville University, St. Louis, Missouri
Aug 2001- May 2004	Masters in Science Applied (Nursing), MSN McGill University, Montreal, Quebec, Canada
Aug 1997- June 2001	Bachelors in Science (Biology), BSc McGill University, Montreal, Quebec, Canada

PROFESSIONAL CERTIFICATION

August 11, 2020	Certified Pediatric Nurse Practitioner Primary Care <ul style="list-style-type: none">• Pediatric Nursing Certification Board
March 2021-present	Pediatric Mental Health Certification in Process

PROFESSIONAL EXPERIENCE

- Jan 2022-present Pediatric Nurse Practitioner in General Academic Pediatrics at Dartmouth Children's Health
- Mar 2022-present Pediatric Nurse Practitioner Moonlighting in Newborn Nursery at Dartmouth Children's Health
- Oct 2009-June 2022 Registered Nurse *Dartmouth Hitchcock Clinic, Pediatrics, Manchester NH*
- Triage and Registered Nurse in Primary Care Pediatrics
- Jan 2016-May 2017 Nurse Research Fellow *Dartmouth Hitchcock Medical Center, Lebanon, NH*
- Fellow in Nursing Research Program
- July 2012-Dec 2013 Registered Nurse *Catholic Medical Center, Manchester NH*
- Registered Nurse in Special Care Nursery & Family Care Suites
- Nov 2005-Mar 2009 Registered Nurse *Dartmouth Hitchcock Medical Center, Lebanon NH*
- Registered Nurse in Intensive Care Nursery
- June 2004-Aug 2005 Registered Nurse *Royal Victoria Hospital, Montreal, PQ, Canada*
- Registered Nurse in Neonatal Intensive Care Nursery
- Sept 2002-Sept 2005 Research Assistant/ Research Nurse *Research Institute of McGill University Health Center, Montreal, PQ, Canada*
- 2004-2005 Research Nurse at Department of Nursing Research at the Montreal Children's Hospital on a study to develop a measure to assess psychological distress in children hospitalized in pediatric intensive care units
 - 2003-2004 Research Assistant for the Department of Nursing Research at the Montreal Children's hospital. Worked on various nursing care and quality improvement projects
 - 2002-2003 Research Assistant for the Nurse Research Institute at the Montreal General Hospital. Assessing Catheter-Related Infection Rates in Adult Hematology-Oncology Population

PROFESSIONAL LICENSURE

March 2022-present	Advanced Practice Registered Nurse Vermont Board of Nursing # 101.0135264
Aug 2020-present	Advanced Practice Registered Nurse New Hampshire Board of Nursing # 055486-23
Aug 2005-Present	Registered Nurse New Hampshire State Board of Nursing # 055486-21
July 2004-Present	Registered Nurse College of Nurses of Ontario (Non-Practicing Class) # 0421156
Aug 2004-Mar 2018	(Expired) Registered Nurse Ordre des Infirmiers et Infirmières du Québec # 2040875
Jan 2009-Mar 2014	(Expired) Registered Nurse Michigan State Board of Nursing # 470426953

SUMMARY OF CERTIFICATIONS

Pediatric Advanced Life Support (PALS)
Neonatal Resuscitation Program (NRP)
Basic Life Support (BLS)

PUBLICATIONS

Dell'Api, M. Rennick, J.E., Rosmus, C. (2007). Childhood Chronic Pain and Healthcare Professional Interactions: Shaping the chronic pain experiences of children. *Journal of Child Health Care*, 11(4) 269-286.

Rennick, J.E., McHarg, L.F., Dell'Api, M., Johnston, C.C., Stevens, B. (2008). Developing the Children's Critical Illness Impact Scale: Capturing stories from children, parents and staff. *Pediatric Critical Care Medicine*, 9(3) 252-260.

PRESENTATIONS AND ABSTRACTS

Dell'Api, M & Wasson, J (2017) Development of the How's Your Baby 0-6 Month Assessment to Serve New Parents

- Poster Presentation at the 1st Annual Dartmouth-Hitchcock Nursing Research Symposium to be held in Lebanon, New Hampshire on May 1, 2017

Dell'Api, M. & Harrington, A (2016) Implementation of the Period of PURPLE Crying[®] Dose 2 in Primary Care Pediatrics.

- Poster Presentation at the Dartmouth-Hitchcock Patient Safety and Quality Fair in Lebanon, New Hampshire. March 15, 2017
- Poster Presentation at the 1st Annual Dartmouth-Hitchcock Nursing Quality Conference in Grantham, New Hampshire. November 18, 2016

Beaulieu, M., Winchester, A., Dell'Api, M. (2008). The Development of a Multi-Disciplinary Care Plan for Infants with Epidermolysis Bullosa.

- o Poster presentation at the 11th Annual Advanced Practice Forum for Neonatal Nursing in Washington, D.C. June 4-6, 2008.

Rennick, J.E.*, McHarg, L.F., Johnston, C.C., Dell'Api, M., Stevens, B., Rashotte, J. (2007). The Children's Critical Illness Impact Scale: A new measure of psychological distress for children. 5th World Congress on Pediatric Critical Care, Geneva, Switzerland. Pediatric Critical Care Medicine (Supplement), 8(3): A238.

- o Oral presentation by Dr. Janet Rennick at the 5th World Congress on Pediatric Critical Care, Geneva, Switzerland, June 24-28, 2007.

Melissa Dell'Api*, Janet Rennick, Christina Rosmus, Joëlle Desparmet (2004) Childhood Chronic Pain and Healthcare Professional Interactions: Shaping the chronic pain experiences of children and families.

- o Oral Presentation. November 12, 2004 at the International Paediatric Nursing Research Symposium, Montreal, Quebec.
- o Poster Presentation. November 7-10, 2004 at the Canadian Association of Paediatric Health Centres 2004 Annual Conference, Montreal, Quebec.
- o Poster Presentation. October 3, 2004 at the "Journée de la douleur de Montreal" Hopital Notre-Dame ABC Douleur Conference, Montreal, Quebec.

Janet E. Rennick*, Linda McHarg, C. Celeste Johnston, Melissa Dell'Api, Robert deB. Johnston, Bonnie Stevens, Lisa Mak, Karen LeGrow, Rebecca Earle, Patrick McGrath, Robert Platt. (2004) Development of a Critical Impact Scale for Children.

- o Oral Presentation. November 11, 2004 at the International Paediatric Nursing Research Symposium, Montreal, Quebec by Dr. Janet Rennick.
- o Poster Presentation. November 7-10, 2004 at the Canadian Association of Paediatric Health Centres 2004 Annual Conference, Montreal, Quebec.

*** Indicates Presenter for Oral Presentations**

AWARDS RECEIVED

June 12, 2018 Recipient of the James W. Varnum Award for Education-Nursing Scholarship

May 7, 2008 Recipient of the Levine Continuing Education Award at Dartmouth Hitchcock

October 3, 2003 Second Prize for Poster Presentation 'Journée de la douleur de Montreal' at Hopital Notre-Dame sponsored by ABC Douleur & Allergan

PROFESSIONAL MEMBERSHIPS

Mar 2018- Present National Association of Pediatric Nurse Practitioners

Mar 2018-Present New Hampshire Association of Nurse Practitioners

Mar 2018-Present American Academy of Nurse Practitioners

SUMMARY OF PROFESSIONAL COMPETENCIES, ACCOMPLISHMENTS & INTERESTS

- Education**
- 2012 Breastfeeding Education Course
- Quality**
- 2016 Implementation of Period of PURPLE Crying[®] Dose 2 in Primary Care Pediatrics; A Nurse-Driven Educational Intervention for Parents on the Developmental Phase of Inconsolable Crying in Newborns
- Community**
- New Hampshire State Volunteer Emergency System For The Advanced Registration Of Volunteer Health Professionals (ESAR-VHP)
 - Greater Manchester COVID-19 Vaccination Team
 - State Mass COVID-19 Vaccination Super Site Worker
 - Camp Nurse for Camp Bernadette Wolfeboro, NH 2021 and 2022
 - November 2016-2018 Child-Family Support Workshop at Hooksett Public Library Volunteer Nursing Professional Discussing Health and Development in Children 0-3 years
 - 2010-2011 Postpartum Emotional Support Group Family Night Volunteer
-

Lauren A. Lisembee, MA

Objective

As the new school-based Adolescent Behavioral Clinician at Amoskeag Health, I will facilitate a restorative environment wherein I wholeheartedly provide a compassionate holding space for the students, their families, educators and staff. My critical goals are establishing healthy relationships with students and families by providing trauma-informed interactions including: nonjudgmental listening, acceptance, culturally competent mental health support and unconditional positive regard. I will utilize my resources as a Dance/movement therapist (DMT) to offer movement-based interventions to promote integrated healing. My prominent strengths show up in my ability to connect and build rapport in one-on-one relationships, small groups and communicating among multidisciplinary teams.

Education

2013-2016	Antioch University New England	Keene, NH
M.A. Dance/Movement Therapy (DMT) & M.A. in Clinical Mental Health Counseling License Eligible		
2008-2012	University of Houston	Houston, TX
B.A. Communication Sciences & Disorders (i.e. Speech Therapy)		
Minors: Public Health, Dance & Non-Profit Leadership/Management		

Other Experience

2016-2021	Domestic Engineer	Manchester, NH
2012-2022	Written On Your Heart	Houston, TX Keene, NH

Founder/Director

I founded this multi-state non-profit organization and carried out the mission and vision "To engage communities in supporting survivorship" by raising awareness of human trafficking in our communities by planning and hosting card-making events. I presented on the topic of human trafficking at these community events that supported local business. With the support from the Board of Directors, volunteers and community partners, we shipped 500-1,000 cards and letters of encouragement monthly to survivors of human trafficking at 21 safe house partner organizations in 10+ states.

Clinical Experience

8/2021-Present	Saint Benedict Academy [Employed by FEDCO]	Manchester, NH
School Counselor		
<ul style="list-style-type: none"> Funded by a grant through FEDCO/FACTS/Nelnet to provide on-site counseling and mental health services to students at Saint Benedict Academy during the school year of 2021-2022. Offered drop-in trauma-informed, mental health sessions for individual students during the school day. Offered bi-weekly and monthly in-classroom counseling groups to every grade in the school from Prek-6th grades. These groups included mental health counseling, guidance lessons and integrated expressive art therapy interventions. Provided proactive, ongoing, direct communication and support to the teachers, staff and administration. On average, provided mental health services to 16-37 students per day and 62 students per week working part-time. 		
1/2017-5/2017	Nini Bambini Maternal Wellness & Boutique	Bedford, NH
Contracted Expressive Music & Movement Group Facilitator (Infants/Toddlers)		
<ul style="list-style-type: none"> Planned and led weekly music and movement groups with infants and toddlers along with their caregivers. 		
8/2015-12/2016	Concord Community Music School (CCMS)	Concord, NH
Dance/Movement Therapist Intern		
<ul style="list-style-type: none"> Co-led and led 20-25 expressive art therapy groups per week (integrated music, art, dance/movement and talk/verbal therapy interventions) under supervision of a Dance/Movement Therapist Population included children from 0-18 years old and caregivers including parents, extended family members, educators Lead groups onsite at CCMS and offsite across the state of NH contracted to sites labeled as low-income including daycares, public elementary schools, Head Start preschools, & 1 high school 		

9/2014-6/2015 Families In Transition [at Family Place Therapeutic Pre-School] Manchester, NH

Clinical Counseling Intern

- Provided therapeutic support in the Head Start pre-school classroom setting alongside children, parents, educators, etc.
- Led therapeutic parent groups for adults with substance abuse disorders implementing expressive art therapy interventions & teaching the Positive Parenting Solutions Curriculum.
- Led family interventions including reunification therapy sessions with a focus on trauma-informed care & repairing attachments under supervision of a CMHC and LDAC.

2

1/2014-5/2014 Antioch University New England Keene, NH

Student Practicum

Co-led and led expressive movement groups with infants, toddlers and caregivers during a weekly session held on-campus under supervision of a DMT.

8/2013-12/2013 New Hope New Horizons Keene, NH

Student Practicum

Led and co-led a dance/movement therapy group, serving 15-25 adult clients with developmental disabilities under supervision of a DMT and CMHC.

5/2012-7/2013 The Parish School, Inc. Houston, TX

Paraprofessional Educator & Speech-Therapy Assistant

- Assisted lead teachers and/or Speech-Language Pathologists in a classroom setting with classroom management, teaching, planning, and behavioral modification for children with learning and language differences (ex: autism spectrum disorders, ADD, ADHD, speech and language delays and disorders) ranging from Pre-K to 5th grade.

2012-2012 Houston Aphasia Recovery Center Houston, TX

Volunteer Group Facilitator

- Facilitated conversation groups of 5-10 adult clients with aphasia (post-stroke) by supporting communication between clients and family members with visual supports and other communicative tools.
- Guided/supported clients in group activities (i.e. music, pet therapy, crafts, games, computer lab, meals, etc.).

8/2011-5/2012 Agape Development Ministries Houston, TX

Community Outreach & Development Intern

- Conducted pre-survey research, developed the Community Voice Survey and conducted it (door-to-door).
- Collected, analyzed, summarized and presented the survey results.
- Over 200 surveys were collected from the concentrated geographic area requested.

2010-2013 Dia de la Mujer Latina, Inc. Manvel, TX

Community Health Worker Instructor (CHW-I)

- Living La Vida Healthier Program Instructor: Developed curriculum, scheduled classes and taught teens in the community about special health topics and disaster preparedness.
- Assisted in planning, organizing and carrying out community health fairs.

Certifications, Honors & Awards

Certified Non-Profit Professional (CNP); President's Leadership Award Campus Compact New Hampshire (2015); The Antioch University New England Presidential Merit Scholarship (2013-2015); Secretary of the Region VI Health Equity Council National Partnership for Action to End Health Disparities (2012-2013); Presidential Volunteer Service Award (2011); University of Houston Academic Scholarship (2008-2012); The Susan Flanagin American Humanics Scholarship (2012); The Gary Nichols Scholarship for Service and Leadership (2012)

Affiliations

NH Human Trafficking Collaborative Taskforce (2016-Present) Concord, NH
ACA (American Counseling Association)
ADTA (American Dance Therapy Association)

Contact Information



Sean Connolly

Highly motivated individual

I'm an upbeat person with a great work ethic. My attendance has been excellent with any job I've held. I appreciate the art of working with people in any sense and always create a pleasant experience during any situation or task given.

Willing to relocate to: Manchester, NH
Authorized to work in the US for any employer

Work Experience

Clinical Coordinator

Dartmouth-Hitchcock Medical Center - Manchester, NH
November 2018 to April 2022

Currently I work with pediatric specialties that deal with Gastroenterology, Endocrinology, nutrition, Pulmonology, Nephology, Urology, surgical operating scheduling and consent practices. All while being in a lead position with my co workers.

I handle scheduling of appointments, procedures, and referrals. I also handle everything with my team from taking the calls from providers, patients, or rooming the patients. Multitasking while being organized is one of my favorite things to do at work.

Patient Access Representative

Elliot Health System - Manchester, NH
January 2018 to January 2022

I work in the ED per diem only.

I register people in the ED using the EPIC system, work to achieve insurance information from them, explaining to patients what their insurance copays are and such. Having them sign legal forms such as policy's for their stay.

I personally myself go above and beyond to help patients with little things they may need such as a blanket, water, pillow and down to even foot slippers. Making sure the patient has the best care is what makes this job fun for me as well as working with the number of patients that I see.

Patient Access Rep II

Dartmouth-Hitchcock Medical Center / Conifer Health - Manchester, NH
April 2019 to August 2021

Checking in patients, Verifying patients person information, I would also verify insurance for the patient. Interpreting for the Deaf when at the register counter using ASL. I am a hearing person who is bi lingual.

Administrative Assistant/ Office Assisant supervisor.

Ashley Furniture Homestore - Manchester, NH

May 2017 to April 2019

I handle day to day order process, data entry, answer phones, filing, bank deposits, working with customers, creating SO and PO numbers for orders with multiple vendors and Inventory. Financing and data entry also on Excel.

Education

High school diploma in General Studies

Central High School - Manchester, NH

Skills

- Excel (8 years)
- Word Processing (10+ years)
- Customer Service (10+ years)
- Customer Relationship Management (10+ years)
- Management (8 years)
- Bookkeeping (6 years)
- Clerical (4 years)
- Receptionist (4 years)
- Administrative Assistant
- Filing
- Scheduling
- MS Office
- Word
- Microsoft Office
- Data Entry
- Accounts Payable
- Microsoft Excel
- American Sign Language (10+ years)
- EMR Systems
- Epic (2 years)
- Medical Records
- Employee Orientation
- Medical Scheduling
- Medical Office Experience
- HIPAA
- Insurance Verification
- Medical Billing
- Triage
- Medical Terminology

Certifications and Licenses

Driver's License

Additional Information

SKILLS

Very much a people person Expert

Works fast on computers Expert

Works well in office setting Expert

Can do any task handed to me Expert



LUCY PEÑA

PROFILE

Motivated and proactive person with a Psychology degree and Human Resources experience. Adds value to any organization in need of great collaboration, interpersonal and multitasking abilities. Meets tight deadlines. Highly organized, and punctual with team-oriented mentality. Detail-oriented and able to learn new concepts quickly.

EXPERIENCE

DELIVERY DRIVER

Amazon- DoorDash 2021-2022

- Grouped and routed deliveries according to designated areas to maintain efficient delivery times.
- Delivered rush merchandise on tight schedules to meet customer targets.
- Loaded and unloaded boxes and packages to move to and from vehicles

MACHINE OPERATOR

Freudenberg NOK 2017-2021

- Set up machines for various jobs to maintain compliance with manufacturing thresholds and waste reduction initiatives.
- Detected work-piece defects and machine malfunctions, maintaining apparatus to prevent future issues.
- Documented daily production data and submitted accurate time logs to keep management up-to-date.

HUMAN RESOURCE MANAGER

Molplás (Dominican Republic) 2008-2017

- Managed full-cycle human resource operational activities to maximize HR employee performance.
- Developed hiring and recruitment policies to drive transparent and fair hiring process for selecting candidates on basis of merit and relevance with job.
- Supported top talent identification processes by interviewing candidates and executing onboarding, orientation and benefits processes.
- Held exit interviews and documented information discussed with employees.
- Encouraged open communications; promoting positive and pro-employee work environment.
- Identified operational weaknesses to improve or innovate people, programs and processes.
- Handled sensitive employee and company information with highest level of confidentiality and discretion.
- Onboarded new employees in time reporting and payroll systems.
- Supported payrolls, driving timely and accurate payment of employee wages.
- Confirmed attendance, hours worked and pay rates to properly post information in appropriate records.
- Processed and issued paychecks and earnings statements.
- Put together personalized plan recommendations based on individual means and desires.
- Managed training calendars to inform participants of upcoming training session topics and dates.
- Evaluated effectiveness of training programs and recommended improvements to upper management.
- Identified areas for improvement in training programs and collaborated with training team to implement changes.

EDUCATION

BACHELOR OF PSYCHOLOGY

Uasd (Universidad Autónoma de Santo Domingo) 2007-2013

SKILLS

- Analytical thinking
- Active Listening
- Detail Oriented
- Problem Solving
- Strong Communication



Summary

Mental Health Counselor with experience in multiple settings including a community clinic serving a diverse population, a school-based program and a college counseling center. Clinical experience supporting children, adolescents & adults using a strength-based approach and by fostering a strong therapeutic alliance. Previous experience empowering students as a middle/high school teacher.

Experience

Behavioral Health Services North (BHSN)
Clinical Intern (December 2021 – Present)

January 2021 - Present
Morrisonville, NY

- Providing psychotherapy at an outpatient community clinic and at a school-based program
- Modalities include Cognitive-Behavioral Therapy (CBT), Dialectical behavior therapy (DBT) and Interpersonal Process Therapy among other evidence-based practices
- Populations include children, adolescents, adult, family, LGBTQIA+ community, Veterans
- Services range from intake & assessments to treatment & discharge planning all with timely documentation
- Client concerns range from Mood Disorders to Trauma and Co-Occurring Disorders
- Therapy grounded in a multicultural perspective, is trauma-informed and contains a Humanistic approach
- Clients consistently gave high marks on the Session Rating Scale (SRS)

Rehabilitation Practitioner (August 2021 – April 2022)

- Provided individual psychosocial & peer rehabilitation services in order to facilitate developmental functionality through skill-building while assisting clients come up with and create their own goals.
- Developed, provided, & documented service plans, progress notes, & safety plans.

Care Coordinator (January 2021 – August 2021)

- Connected clients to a wide range of community services & resources including housing, financial & legal assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, health insurance among others.

SUNY Research Foundation
Mental Health Assistant

January 2021 – May 2021
Plattsburgh, NY

- Developed rapport and actively listened to students with a wide range of issues – using a Person-Centered and strengths-based approach in supporting and empowering students to work through their problems whether academic, social, or personal.

People USA
Certified Peer Specialist

June 2019 – August 2020
Poughkeepsie, NY

- Served as a peer companion at the Rose House, a home-like alternative to using a psychiatric emergency room or inpatient service, empathetically listened and empowered guests to take an active role in their recovery by providing individualized and comprehensive support.
- Modeled and utilized trauma-informed techniques and tools, helped guests set goals, engaged in community events and provided telephone support to peers through the 24/7 warm line.

Experience (continued)

The Lab School of Washington
High School Math Teacher

August 2015 – June 2017
Washington, DC

- Awarded the Lehman Fellowship to travel to several museums in Italy and explore the convergence between Leonardo da Vinci's art and mathematics – students then created a year-long project based on the math concepts, the history behind the subject and the art related to the equations and theorems coupled with research and writing.

District of Columbia Public Schools (DCPS)
High School Math Teacher & Grade Level Advisor

August 2011 – June 2015
Washington, DC

- Taught a range of mathematical subjects, including: algebra, trigonometry, and precalculus, to a group of 115 – 120 students at a Title I school with 99% of the student population participating in free and reduced-price lunch programs.
- Prepared the junior and senior classes for post-graduation education by facilitating SAT/ACT prep lessons while also coordinating fundraisers and assisting the student government as Grade Level Advisor.

U.S. Department of the Treasury
Economist, Statistics of Income Division

January 2009 – June 2011
Washington, DC

- Spearheaded the Integrated Business Dataset project, which combines data to examine changes in business composition over time, collaborated with multiple departments in finalizing the research.
- Consistently rated "Exceeds Fully Successful" on performance evaluations and subsequently promoted twice.

Center for Strategic & International Studies (CSIS)
Research Intern

August 2007 – September 2008
Washington, DC

- Collaborated with the Global Strategy Institute and led a group of five interns in developing a report, which included case studies on topics including India's pharmaceutical patent laws.
- Successfully completed the Abshire-Inamori Leadership Academy, which included addressing a number of public policy topics in the Debate & Argumentation Clinic.

Education

State University of New York at Plattsburgh
Master of Science in Clinical Mental Health Counseling

August 2020 – Present
Plattsburgh, NY

DC Teaching Fellows
Summer 2011 Fellow

June 2011 – August 2011
Washington, DC

Bowling Green State University
Master of Arts in Economics

August 2006 – August 2007
Bowling Green, OH

University of New Hampshire
Bachelor of Science in Interdisciplinary Mathematics & Economics

September 2000 – May 2004
Durham, NH

Hobbies & Interests

- Running – training for a marathon, reading – life-long learner, meditating, traveled to 20 countries
- Nature, parks, road trips, thrifting, dancing, soccer, ice skating, coffee

Madeline Simpson

EDUCATION

Southern New Hampshire University Online
Master's in Clinical Mental Health Counseling May 2022
- GPA: 4.0

Southern New Hampshire University Manchester, NH
Bachelor of Arts in Psychology May 2019
Concentration: Mental Health
- GPA: 3.9, President's List (2016-2019)

RELEVANT EXPERIENCE

Cambridge Eating Disorder Center Concord, NH
Intern Case Manager January-May 2022

- Managed with a caseload of adolescent and young adult clients diagnosed with eating disorders
- Met weekly with each client to work on emotion management, stress reduction, coping strategies, and reduction of eating disorder behaviors
- Performed biopsychosocial assessments on clients seeking treatment for eating disorders, including the Columbia Suicide scale, Adverse Childhood Experiences scale, and developmental assessments
- Reviewed daily check-ins, mood monitors, and provided meal coaching and crisis intervention for clients
- Successfully built rapport with and aided clients in recovery, resulting in measurable outcomes such as reduced behaviors, weight restoration, lowered stress, and discharge from the program
- Facilitated a variety of groups in both the intensive outpatient program and partial hospitalization programs, including skills-based groups, dialectical behavior therapy groups, and psychotherapy
- Collaborated with outpatient providers and met with coworkers weekly to discuss client needs

Center for Eating Disorder Management Bedford, NH
Intern Counselor October-December 2021

- Performed daily mental status exams for clients in the intensive outpatient program, involving checks for behaviors, urges, and daily food recall
- Led groups in the intensive outpatient program, including meditations, skill-based groups, and dialectical behavior therapy groups
- Recorded daily notes for each group, tracking client participation, noticeable behaviors, and any other relevant information to be compiled into SOAP notes

VOLUNTEER EXPERIENCE

Girls Inc. Manchester, NH
Volunteer September-December 2016/March-April 2018

- Led activities and groups with 8-15 at-risk children, ranging from 5 to 15 years old, guiding them in the programs throughout the afternoon
- Experience with conflict resolution, time management skills with group participants, and assisted with task orientation
- Focus on creating trusting and respectful relationships with the children

- Coordinate with other volunteers/employees in order to create a healthy and happy environment for the children

Highland Goffs-Falls Elementary School

Manchester, NH
January-April 2018

Volunteer/Intern

- Shadowed a paraprofessional with a therapy dog to complete 60 hour internship
- Observed the interactions between the emotional/behavioral needs students and the dog, as well as the interactions between the children and between the children and paraprofessionals
- Interacted with 5-10 children each day, including classrooms of children on the Autism Spectrum
- Developed and practiced communication and interpersonal skills with the emotional/behavioral needs students

Hole in the Wall Gang Camp

Ashford, Connecticut
July 2019, 2020, 2021, 2022

Volunteer

- Interacted with and supervised groups of children with terminal, chronic, or other medical conditions, ranging from 5-15 years old
- Monitored the children's health and well-being, making sure that they protocol was followed and the children were safe throughout the week
- Communicated with other counselors/volunteers to create a comfortable and collaborative environment
- Assisted in two to three activities per day

Jim L. Olsen

Summary

Mental Health Counselor with experience in multiple settings including a community clinic serving a diverse population, a school-based program and a college counseling center. Clinical experience supporting children, adolescents & adults using a strength-based approach and by fostering a strong therapeutic alliance. Previous experience empowering students as a middle/high school teacher.

Experience

Behavioral Health Services North (BHSN) Clinical Intern (December 2021 – Present)

January 2021 - Present
Morrisonville, NY

- Providing psychotherapy at an outpatient community clinic and at a school-based program
- Modalities include Cognitive-Behavioral Therapy (CBT), Dialectical behavior therapy (DBT) and Interpersonal Process Therapy among other evidence-based practices
- Populations include children, adolescents, adult, family, LGBTQIA+ community, Veterans
- Services range from intake & assessments to treatment & discharge planning all with timely documentation
- Client concerns range from Mood Disorders to Trauma and Co-Occurring Disorders
- Therapy grounded in a multicultural perspective, is trauma-informed and contains a Humanistic approach
- Clients consistently gave high marks on the Session Rating Scale (SRS)

Rehabilitation Practitioner (August 2021 – April 2022)

- Provided individual psychosocial & peer rehabilitation services in order to facilitate developmental functionality through skill-building while assisting clients come up with and create their own goals.
- Developed, provided, & documented service plans, progress notes, & safety plans.

Care Coordinator (January 2021 – August 2021)

- Connected clients to a wide range of community services & resources including housing, financial & legal assistance, Supplemental Nutrition Assistance Program (SNAP) benefits, health insurance among others.

SUNY Research Foundation Mental Health Assistant

January 2021 – May 2021
Plattsburgh, NY

- Developed rapport and actively listened to students with a wide range of issues – using a Person-Centered and strengths-based approach in supporting and empowering students to work through their problems whether academic, social, or personal.

People USA Certified Peer Specialist

June 2019 – August 2020
Poughkeepsie, NY

- Served as a peer companion at the Rose House, a home-like alternative to using a psychiatric emergency room or inpatient service, empathetically listened and empowered guests to take an active role in their recovery by providing individualized and comprehensive support.
- Modeled and utilized trauma-informed techniques and tools, helped guests set goals, engaged in community events and provided telephone support to peers through the 24/7 warm line.

Experience (continued)

**The Lab School of Washington
High School Math Teacher**

August 2015 – June 2017
Washington, DC

- Awarded the Lehman Fellowship to travel to several museums in Italy and explore the convergence between Leonardo da Vinci's art and mathematics – students then created a year-long project based on the math concepts, the history behind the subject and the art related to the equations and theorems coupled with research and writing.

**District of Columbia Public Schools (DCPS)
High School Math Teacher & Grade Level Advisor**

August 2011 – June 2015
Washington, DC

- Taught a range of mathematical subjects, including: algebra, trigonometry, and precalculus, to a group of 115 – 120 students at a Title I school with 99% of the student population participating in free and reduced-price lunch programs.
- Prepared the junior and senior classes for post-graduation education by facilitating SAT/ACT prep lessons while also coordinating fundraisers and assisting the student government as Grade Level Advisor.

**U.S. Department of the Treasury
Economist, Statistics of Income Division**

January 2009 – June 2011
Washington, DC

- Spearheaded the Integrated Business Dataset project, which combines data to examine changes in business composition over time, collaborated with multiple departments in finalizing the research.
- Consistently rated "Exceeds Fully Successful" on performance evaluations and subsequently promoted twice.

**Center for Strategic & International Studies (CSIS)
Research Intern**

August 2007 – September 2008
Washington, DC

- Collaborated with the Global Strategy Institute and led a group of five interns in developing a report, which included case studies on topics including India's pharmaceutical patent laws.
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**State University of New York at Plattsburgh
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Summer 2011 Fellow**

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**University of New Hampshire
Bachelor of Science in Interdisciplinary Mathematics & Economics**

September 2000 – May 2004
Durham, NH

Hobbies & Interests

- Running – training for a marathon, reading – life-long learner, meditating, traveled to 20 countries
- Nature, parks, road trips, thrifting, dancing, soccer, ice skating, coffee

Amoskeag Health

Key Personnel

Employee Name	Position Title	Amount Funded by this program for Budget Period
	Administrative Salaries	
Elizabeth Burtis	Chief Officer for Integrated Health Services	\$0.00
To Be Hired	Director of Community-Integrated Health and Wellbeing	\$9,672.00
Christina Miller	Community-Based Behavioral Health Manager	\$7,889.44
Ivette Arroyo	Community Health Worker Supervisor	\$14,352.00
Sean Connolly	Administrative Asst for Community Health	\$18,720.00
To Be Hired	Behavioral Health Clinician & Licensure Supervisor	\$13,728.00
Fawn Francis	Patient Account Billing Representative - School-based Services	\$36,608.00
Michelle Wnek	Accounting & Grant Finance Specialist	\$3,750.24
Tara Graham	Data & Reporting Manager	\$910.00
	Direct Service Salaries	
Ashley Roney	Behavioral Health Clinician	\$0.00
Kaitlyn Croteau	Behavioral Health Clinician	\$0.00
Vacant	Behavioral Health Clinician	\$0.00
Gabrielle McNulty	Behavioral Health Clinician	\$0.00
To Be Hired	Behavioral Health Clinician	\$19,075.68
Madeline Simpson	Behavioral Health Clinician	\$17,472.00
Jim Olsen	Behavioral Health Clinician	\$17,472.00
Lauren Lisembee	Behavioral Health Clinician	\$17,472.00
To Be Hired	Behavioral Health Clinician	\$17,472.00
Heidi Schlenz	Behavioral Health Clinician	\$17,160.00
Holloway Testerman	Behavioral Health Clinician	\$17,160.00
Melissa Berry	Behavioral Health Clinician	\$19,300.32
Elyse O'Rourke	Behavioral Health Clinician	\$17,160.00
Christina Miller	Community-Based Behavioral Health Manager	\$23,668.32
Geysel Lopez	Behavioral Health Clinician	\$17,160.00
To Be Hired	Behavioral Health Clinician	\$17,472.00
To Be Hired	Behavioral Health Clinician & Licensure Supervisor	\$20,592.00
To Be Hired	Community Health Worker	\$33,280.00
To Be Hired	Community Health Worker	\$33,280.00
To Be Hired	Community Health Worker	\$33,280.00
Nadeige Kabala	Community Health Worker	\$6,789.12
Patricia Turini-Sylvester	Community Health Worker	\$0.00
Lucy Pena	Community Health Worker	\$7,126.08
Sahira Garcia	Community Health Worker	\$0.00
Melissa Shessler	Nurse Practitioner or Physician Assistant	\$60,996.00
Marisol Acevedo	Medical Assistant	\$18,720.00
Sarah Bernyk	Patient Navigator	\$18,720.00

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

Lori A. Shibley
Commissioner

Patricia M. Tilley
Director

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

October 18, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into amendments to existing contracts with the Contractors listed below to expand the workforce of Community Collaboration services, by providing a service array of best practice parental assistance programming to the Manchester and Winnepesaukee communities to reduce child maltreatment and the risk of children entering foster care, and to address influencing factors due to COVID-19 as they relate to priority populations, including racial and ethnic minorities and rural populations, by increasing the total price limitation by \$559,950 from \$3,128,266 to \$3,688,216 with no changes to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on July 31, 2019, item #18, amended on August 26, 2020, item #19, and most recently amended on February 3, 2021, item #11.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Amoskeag Health, Manchester, NH	157274-B001	Greater Manchester Area	\$1,576,341	\$275,000	\$1,851,341
Lakes Region Community Services Council, Laconia, NH	177251-B002	Winnepesaukee Region	\$1,551,925	\$284,950	\$1,836,875
		Total:	\$3,128,266	\$559,950	\$3,688,216

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to expand the workforce that supports underserved families and to provide direct services to families impacted by economic, mental health and health issues due to COVID-19. Community Collaboration Navigator staff supports family connections to needed services, which may include mental health, health care, substance use disorder services, financial and budgeting supports, food programs, and other resources. Services will focus on providing resources to families with young children, and on creating system-level changes that ensure a more coordinated service delivery for families.

Approximately 400 families will be served during State Fiscal Years 2022 and 2023.

The Contractors use community and state networks to connect families to the services they need to support self-sufficiency and economic stability. The Contractors will continue supporting the development of collaborative educational programs and professional partnerships within the targeted communities. This includes designing prevention programs, parent education programs, and programs that offer alternatives to out-of-home placement for children. The Contractors define strengths and gaps among service providers and identify training needs. Additionally, the Contractors promote prevention and service programs through outreach and marketing in order to increase parent and community awareness of available services.

The Department will monitor services by:

- Reviewing the process and outcome measures identified in the quarterly reports submitted by the Contractors;
- Meeting with the Contractors monthly to ensure compliance with contractual requirements; and
- Ensuring the Contractors participate in trainings as determined by the Department.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention services within the targeted communities identified by the Department as needing the greatest amount of prevention supports and services.

Areas served: Greater Manchester and Winnipesaukee public health regions.

Source of Federal Funds: Assistance Listing Number #93.391, FAIN #NH75OT000031.

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. Shabinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION
SFY 22-23 CONTRACT AMENDMENT #3**

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES (100% GENERAL FUNDS)

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	645-504004	General Funds for Other	42105746		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	645-504004	General Funds for Other	42105746		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	645-504004	General Funds for Other	42105746		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	645-504004	General Funds for Other	42105746		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00
					TOTAL 2958 AU:	\$1,400,000.00	\$0.00	\$1,400,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% GENERAL FUNDS

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
SFY 2023	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
					Subtotal	\$450,000.00	\$0.00	\$450,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
SFY 2023	074-500731	Contracts for Program Services	TBD		\$225,000.00	\$225,000.00	\$0.00	\$225,000.00
					Subtotal	\$450,000.00	\$0.00	\$450,000.00
					Total 7047 AU:	\$900,000.00	\$0.00	\$900,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% FEDERAL FUNDS

1. Amokeag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$176,341.00		\$176,341.00	\$0.00	\$176,341.00
SFY 2022	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$0.00	\$75,000.00
SFY 2023	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$0.00	\$75,000.00
					Subtotal	\$426,341.00	\$0.00	\$426,341.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$151,925.00		\$151,925.00	\$0.00	\$151,925.00
SFY 2022	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$9,950.00	\$84,950.00
SFY 2023	074-500731	Contracts for Program Services	90070470	\$75,000.00		\$75,000.00	\$0.00	\$75,000.00
					Subtotal	\$401,925.00	\$9,950.00	\$411,875.00
					TOTAL 7047 AU:	\$828,266.00	\$9,950.00	\$838,216.00

05-95-9090-901010-5771 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 PUBLIC HEALTH DIV, BUREAU OF POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES 100% FEDERAL FUNDS
 CFDA #93.391, FAIN# NH75OT000031, DHHS, Center for Disease Control and Prevention

1. Amokaag Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
SFY 2023	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
					<i>Subtotal</i>	<i>\$0.00</i>	<i>\$275,000.00</i>	<i>\$275,000.00</i>

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
SFY 2023	074-500731	Contracts for Program Services	TBD	\$137,500.00		\$0.00	\$137,500.00	\$137,500.00
					<i>Subtotal:</i>	<i>\$0.00</i>	<i>\$275,000.00</i>	<i>\$275,000.00</i>
					TOTAL 5771 AU:	\$0.00	\$550,000.00	\$550,000.00
					GRAND TOTAL:	\$3,128,266.00	\$559,950.00	\$3,688,216.00

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Community Collaborations to Strengthen and Preserve Families contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amoskeag Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), as amended on August 26, 2020, (Item #19), and as amended on February 3, 2021 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Amendment, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
Amoskeag Health
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,851,341.
3. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.5, Paragraph 3.3.1, to read:
3.5.1. PFS-2 Concrete Supports Subscale Survey; and
4. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.5, Paragraph 3.3.2, to read:
3.5.2. PFS-2, Retrospective (pre/post) Survey
5. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.7, Paragraph 3.8.2, to read:
3.7.2. Explore, incorporate, and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of the collective impact.
6. Modify Exhibit A, Scope of Services, Section 3, Subsection 3.7, Paragraph 3.9.3, to read:
3.7.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect, prevention focus evidence-based practices, training and technical assistance needs of community providers.
7. Modify Exhibit A, Scope of Services, Section 4, to read:
4. Reporting Requirements
 - 4.1. The Contractor shall review and utilize the NH Division of Public Health Services Equity Review Toolkit for guidance on ensuring equity in community engagement and the collection of data, including Race, Ethnicity and Linguistic (REAL) and Sexual Orientation and Gender Identity (SOGI) data, prior to work plan development or programming implementation.
 - 4.2. The Contractor shall submit annual and interim reports on process and outcome measures for each area under study, for quality improvement and recommendations. The Contractor shall ensure reports include:
 - 4.2.1. The number of Family Support Specialist, Community Health Worker and Case Manager positions supported with COVID-19 Health Disparities and Community

Collaborations grant funding;

- 4.2.2. The number and type of trainings provided to Family Support Specialists, Community Health Workers and Case Managers through COVID-19 Health Disparities and Community Collaborations funding;
- 4.2.3. The number of agency and Community Health Worker staff enrolled as providers of NH EASY, which supports individual connections to economic supports thereby minimizing COVID-19 impacts;
- 4.2.4. The total number of cases per Community Health Worker;
- 4.2.5. The total number of COVID-19 encounters per Community Health Worker;
- 4.2.6. The demographics of family members served including, but not limited to:
 - 4.2.6.1. Race;
 - 4.2.6.2. Ethnicity; and
 - 4.2.6.3. Primary language spoken;
- 4.2.7. The number of COVID-19 encounters providing communication about COVID-19 risk factors, mitigation and prevention; and
- 4.2.8. The number of other navigation and support services provided to address COVID-19 risk factors, which include, but are not limited to:
 - 4.2.8.1. Employment services.
 - 4.2.8.2. Economic services.
 - 4.2.8.3. Child care services.
 - 4.2.8.4. Health care services.
- 4.3. The Contractor shall provide a quarterly summary of PFS-2 Surveys completed under the Community Collaborations project that includes:
 - 4.3.1. The percentage of families with increased protective factors; and
 - 4.3.2. Types of needs identified for families served.
8. Modify Exhibit A, Scope of Services, by adding Section 6, to read:
 6. Contract Monitoring Provisions
 - 6.1. The Contractor shall submit quarterly reports that identify contract activities conducted in the previous quarter.
 - 6.2. The Contractor shall participate in monthly meetings with the Department to ensure compliance with the contractual requirements.
 - 6.3. The Contractor shall participate in trainings as determined by the Department.
9. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, to read:
 2. This agreement is funded by:
 - 2.1 23% Federal funds from Community Collaboration to Strengthen and Preserve Families in NH: A Prevention, Public Health, Cross-Sector Approach, as awarded on June 30, 2021 by the U.S Department of Health & Human Services, Administration for Children and Families, ALN 93.670, FAIN 90CA1858.
 - 2.2 15% Federal funds from NH Initiative to Address COVID-19 Health Disparities, as awarded on June 1, 2021, by the U.S Department of Health & Human Services, Centers for Disease Control and Prevention, ALN 93.391, FAIN NH75OT000031.
 - 2.3 62% General funds

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 4, to read:

4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-5, Amendment #3, Budget.
 - 4.2. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of each month. The Contractor shall:
 - 4.2.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2.2. Ensure the invoice identifies and requests payment for allowable expenses incurred in the previous month.
 - 4.2.3. Provide supporting documentation of allowable costs that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.2.4. Ensure the invoice is completed, signed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documents, subsequent to approval of the submitted invoice and supporting documents, and if sufficient funds are available.
11. Modify Exhibit B-4, Amendment #2, Budget, by replacing it in its entirety with Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
12. Modify Exhibit B-5, Amendment #2, Budget, by replacing it in its entirety with Exhibit B-5, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

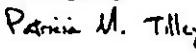
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

10/19/2021

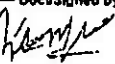
Date

DocuSigned by:

Name: Patricia M. Tilley
Title: Director

Amoskeag Health

10/18/2021

Date

DocuSigned by:

Name: Kris McCracken
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

10/21/2021

Date

DocuSigned by:

J. Christopher Marshall

Name: Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-4, Amendment #3, Budget

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Amoskeag Health									
Budget Request for: RFP-2018-DPHS-23-COMBU-02-A03									
Budget Period: SFY 2022 July 1, 2021 - June 30, 2022									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 168,195.04	\$ 10,819.50	\$ 185,014.54	\$ -	\$ -	\$ -	\$ 168,195.04	\$ 10,819.50	\$ 185,014.54
2. Employee Benefits	\$ 35,320.98	\$ 3,532.10	\$ 38,853.08	\$ -	\$ -	\$ -	\$ 35,320.98	\$ 3,532.10	\$ 38,853.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 8,750.00	\$ 875.00	\$ 9,625.00	\$ -	\$ -	\$ -	\$ 8,750.00	\$ 875.00	\$ 9,625.00
Educational	\$ 4,500.00	\$ 450.00	\$ 4,950.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 450.00	\$ 4,950.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 7,000.00	\$ 700.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 700.00	\$ 7,700.00
7. Occupancy	\$ 4,718.00	\$ 471.80	\$ 5,189.80	\$ -	\$ -	\$ -	\$ 4,718.00	\$ 471.80	\$ 5,189.80
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aids and Leaflet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 334.75	\$ 33.48	\$ 368.23	\$ -	\$ -	\$ -	\$ 334.75	\$ 33.48	\$ 368.23
Board Expenses	\$ 18,000.00	\$ 1,800.00	\$ 19,800.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ 1,800.00	\$ 19,800.00
9. Software	\$ 8,280.00	\$ 828.00	\$ 9,108.00	\$ -	\$ -	\$ -	\$ 8,280.00	\$ 828.00	\$ 9,108.00
10. Marketing/Communications	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
11. Staff Education and Training	\$ 1,230.52	\$ 123.05	\$ 1,353.57	\$ -	\$ -	\$ -	\$ 1,230.52	\$ 123.05	\$ 1,353.57
12. Subcontracts/Agreements	\$ 134,300.00	\$ 13,430.00	\$ 152,130.00	\$ -	\$ -	\$ -	\$ 134,300.00	\$ 13,430.00	\$ 152,130.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 397,727.27	\$ 39,772.73	\$ 437,500.00	\$ -	\$ -	\$ -	\$ 397,727.27	\$ 39,772.73	\$ 437,500.00

Indirect As A Percent of Direct 10.0%


Contractor Initials: 
Date: 10/18/2021

Exhibit B-5, Amendment #3, Budget

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Amoskeag Health									
Budget Request for: RFP-2019-OPHS-23-COMMU-02-A03									
Budget Period: SFY 2023 July 1, 2022 - June 30, 2023									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 173,242.18	\$ 17,324.22	\$ 190,566.38	\$ -	\$ -	\$ -	\$ 173,242.18	\$ 17,324.22	\$ 190,566.38
2. Employee Benefits	\$ 34,848.43	\$ 3,638.08	\$ 38,286.52	\$ -	\$ -	\$ -	\$ 34,848.43	\$ 3,638.08	\$ 40,018.94
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 6,500.00	\$ 650.00	\$ 7,150.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ 650.00	\$ 7,150.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,283.51	\$ 228.35	\$ 2,511.86	\$ -	\$ -	\$ -	\$ 2,283.51	\$ 228.35	\$ 2,511.86
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 7,000.00	\$ 700.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 700.00	\$ 7,700.00
7. Occupancy	\$ 4,718.00	\$ 471.80	\$ 5,187.80	\$ -	\$ -	\$ -	\$ 4,718.00	\$ 471.80	\$ 5,187.80
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 334.75	\$ 33.48	\$ 368.23	\$ -	\$ -	\$ -	\$ 334.75	\$ 33.48	\$ 368.23
Board Expenses	\$ 18,000.00	\$ 1,800.00	\$ 19,800.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ 1,800.00	\$ 19,800.00
9. Software	\$ 6,878.00	\$ 687.80	\$ 7,557.00	\$ -	\$ -	\$ -	\$ 6,878.00	\$ 687.80	\$ 7,557.00
10. Marketing/Communications	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 50.00	\$ 550.00
11. Staff Education and Training	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
12. Subcontracts/Agreements	\$ 138,300.00	\$ 13,830.00	\$ 152,130.00	\$ -	\$ -	\$ -	\$ 138,300.00	\$ 13,830.00	\$ 152,130.00
13. Other (specific detail mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 391,994.85	\$ 39,772.73	\$ 431,767.58	\$ -	\$ -	\$ -	\$ 391,727.37	\$ 39,772.73	\$ 431,500.00

Indirect As A Percent of Direct 10.0%

11
maw



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

Lori A. Shilbrette
Commissioner

Lisa M. Morris
Director

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

December 9, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into Sole Source amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnepesaukee and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by \$1,200,000 from \$1,928,266 to \$3,128,266 and by extending the completion dates from June 30, 2021, to June 30, 2023, effective upon Governor and Council approval. 70% General Funds and 30% Federal Funds.

The original contracts were approved by Governor and Council on July 31, 2019 (Item #18), and most recently amended with Governor and Council approval on August 26, 2020, Item #19.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Amoskeag Community Health	157274-B001	Manchester	\$976,341	\$600,000	\$1,576,341
Lakes Region Community Services	177251-B002	Laconia	\$951,925	\$600,000	\$1,551,925
		Total:	\$1,928,266	\$1,200,000	\$3,128,266

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

See attached fiscal details.

EXPLANATION

This request is Sole Source because a previous amendment increased funding by more than ten percent (10%) of the total contract price limitation. The previous amendment added additional funding for the Contractors to design evidence-based programs.

The purpose of this request is to extend the agreements and to add reporting requirements. The two Community Collaborations contracts are currently bringing various agencies and representatives together to create an upstream approach for the prevention of child maltreatment services. These contracts are focused on providing services to early childhood families and creating system level changes to ensure a more coordinated service delivery for families. The Contractors use community and state networks to connect families to the services they need to support self-sufficiency and economic stability.

Approximately 400 families will be served from July 31, 2019, through June 30, 2023.

The Contractors will continue to support the development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, parent education, and programs that offer alternatives to out-of-home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families. The Contractors will provide additional reporting, per federal regulatory requirements, which includes quality reviews on the populations being served. The purpose of this additional reporting is to evaluate the services provided and to adjust delivery accordingly to best meet the needs of families.

The following performance measures will be used to measure the effectiveness of the contracts:

- Every six (6) months, 90% of Community Implementation Teams (CIT) membership will participate in Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT teams shall attend 90% of coaching sessions.


As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnepesaukee Public Health Region.

Source of Funds: 70% General Funds and 30% Federal Funds.

Respectfully submitted,



 Lori A. Shabinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION
SFY 22-23 CONTRACT RENEWAL**

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES (100% GENERAL FUNDS)

1. Amokeap Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	845-504004	General Funds for Other	42105748		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	845-504004	General Funds for Other	42105748		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	845-504004	General Funds for Other	42105748		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
SFY 2021	845-504004	General Funds for Other	42105748		\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
					Subtotal	\$700,000.00	\$0.00	\$700,000.00
					TOTAL 2958 AU:	\$1,400,000.00	\$0.00	\$1,400,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% GENERAL FUNDS

1. Amokeap Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
SFY 2023	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
					Subtotal		\$450,000.00	\$450,000.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2022	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
SFY 2023	102-500731	Contracts for Program Services	TBD		\$225,000.00	\$0.00	\$225,000.00	\$225,000.00
					Subtotal		\$450,000.00	\$450,000.00
					Total	\$0.00	\$900,000.00	\$900,000.00

05-95-9090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION 100% FEDERAL FUNDS

1. Amokeap Health, Vendor # 157274-B001

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$178,341.00		\$178,341.00	\$0.00	\$178,341.00
SFY 2022	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
SFY 2023	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
					Subtotal	\$276,341.00	\$150,000.00	\$426,341.00

2. Lakes Region Community Services, Vendor # 177251-B002

Fiscal Year	Class / Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
SFY 2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
SFY 2021	102-500731	Contracts for Program Services	90070470	\$151,925.00		\$151,925.00	\$0.00	\$151,925.00
SFY 2022	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
SFY 2023	102-500731	Contracts for Program Services	90070470	\$75,000.00		\$0.00	\$75,000.00	\$75,000.00
					Subtotal	\$251,925.00	\$150,000.00	\$401,925.00
					TOTAL 7047 AU:	\$528,266.00	\$300,000.00	\$828,266.00

					Grand Total:	\$1,928,268.00	\$1,200,000.00	\$728,268.00
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**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

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

Amendment #2 to the Community Collaborations to Strengthen and Preserve Families Contract

This 2nd Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), as amended on August 26, 2020, (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,576,341.
3. Modify Exhibit A, Scope of Services Section 3 Data Tracking, to read:
 3. Reporting Requirements and Data Entry
 - 3.1. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the QuickBase data system. The Protective Factors Surveys Online Data System (PFSODS) will also be used to collect parent surveys.
 - 3.2. The Contractor shall maintain and collect data from the Outcome Tracking System, QuickBase, the Contractor shall collect the following:
 - 3.2.1. Parent Data:
 - 3.2.1.1 First, Last Name
 - 3.2.1.2 DOB;
 - 3.2.1.3 Medicaid ID;
 - 3.2.1.4 Address;
 - 3.2.1.5 Phone;
 - 3.2.1.6 Town/City;
 - 3.2.1.8 State;
 - 3.2.1.9 Zip Code;
 - 3.2.1.10 Email;
 - 3.2.1.11 Other Languages Spoken;



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

- 3.2.1.12. Parent Education Status;
- 3.2.1.13. Sex;
- 3.2.1.14. Ethnicity;
- 3.2.1.15. Race;
- 3.2.1.16. Marital Status;
- 3.2.1.17. Household composition;
- 3.2.1.18. Military Family;
- 3.2.1.19. Disability status;
- 3.2.1.20. Employment status;
- 3.2.1.21. Health insurance status;
- 3.2.1.22. Housing type;
- 3.2.1.23. Transportation;
- 3.2.1.24. Public Assistance;
- 3.2.1.25. Telecommunications / Internet;
- 3.2.1.26. Preferred language
- 3.2.2. Child Data:
 - 3.2.2.1. First, Last;
 - 3.2.2.2. DOB / Age in Years;
 - 3.2.2.3. Child Primarily Lives With & Relationship to Child;
 - 3.2.2.4. Child Preferred Language;
- 3.2.3. All encounters captured in the QuickBase data system with the family members which shall include but not limited to:
 - 3.2.3.1. Types of services and service dates.
 - 3.2.3.2. Dates and types of supports provided to the family such as: parent education classes, support groups, home visits, virtual visits, and access to concrete supports.
- 3.2.4. All service referrals captured within the QuickBase data system to partner agencies which include:
 - 3.2.4.1. Date of referral.
 - 3.2.4.2. Purpose of referral.
 - 3.2.4.3. Name of agency referred to.
- 3.3. The Contractor shall obtain parental release/authorization to share Name, DOB and statistical information with the Department and the contractor will share the following data with the Department:
 - 3.3.1. Parent Data:
 - 3.3.1.1 First, Last name
 - 3.3.1.2 DOB;
 - 3.3.1.3. Medicaid ID;



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

- 3.3.1.4 QuickBase Family and Participant ID;
- 3.3.1.5. Town/City/ Zip Code; 3.3.1.6. Other Languages Spoken;
- 3.3.1.7. Parent Education Status;
- 3.3.1.8. Sex;
- 3.3.1.9. Ethnicity;
- 3.3.1.10. Race;
- 3.3.1.11. Marital Status;
- 3.3.1.12. Household composition;
- 3.3.1.13. Military Family;
- 3.3.1.14. Disability status;
- 3.3.1.15. Employment status;
- 3.3.1.16. Health insurance status;
- 3.3.1.17. Housing type;
- 3.3.1.18. Transportation;
- 3.3.1.19. Public Assistance;
- 3.3.1.20. Telecommunications / Internet;
- 3.3.1.21. Preferred language
- 3.3.1.22. PFS-2 Concrete Supports Subscale Parental Survey
- 3.3.1.23. PFS-2 Retrospective (Pre/Post) Parental Survey
- 3.3.2. Child Data:
 - 3.3.2.1. First, Last Name
 - 3.3.2.2. DOB / Age in Years ;
 - 3.3.2.3. QuickBase Family and Participant ID;
 - 3.3.2.4. Child Primarily Lives With & Relationship to Child;
 - 3.3.2.5. Child Preferred Language;
- 3.3.3. All encounters captured within the QuickBase data system provided with the family members, which shall include, but is not limited to:
 - 3.3.3.1. Type of contact with the family and Date.
 - 3.3.3.2. Type of services and supports and Date provided to the family, which includes:
 - 3.3.3.2.1. Parent support groups, parent education classes;
 - 3.3.3.2.2. Individual crisis support and educational topics reviewed during contact with the family such as injury prevention, nurturing and attachment, etc; and
 - 3.3.3.2.3 Concrete supports provided including facilitating access to EITC and economic resources.
- 3.3.4. All service referrals captured in the QuickBase data system, which shall include, but is not limited to:



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

- 3.3.4.1. Referral date.
- 3.3.4.2. Referral purpose.
- 3.3.4.3. Name of agency referred to.
- 3.4. The Contractor shall utilize the PFSODS to collect parental surveys which are used as a tool to measure increases in parental protective factors as well as to determine immediate needs and inform service planning during the family intake process.
- 3.5. The Contractor shall provide to the Department at least quarterly new Protective Factors Surveys completed for each parent enrolled in the Community Collaborations program. The PFS-2 Concrete Supports Subscale Survey shall be completed at the intake stage to determine immediate needs and assist in initial service planning with the family. The PFS-2 Retrospective Survey shall be completed at 6 months and can be repeated and/or after at least 12 hours of services received by the family. The surveys sent to the Department shall include:
 - 3.3.1. PFS-2 Concrete Supports Subscale survey; and
 - 3.3.2. PFS-2, Retrospective (pre/post) Survey
- 3.6. The Contractor shall ensure the Outcome Tracking System is HIPPA Compliant with 42 CFR Part 2 in the event that any of the information is either a Part 2 record or information, and compliant with all applicable state confidentiality laws, and is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the pre-implementation planning period of Community Collaborations. The Contractor shall:
 - 3.6.1. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.
 - 3.6.2. Use the Predict, Align, Prevent data modeling to inform targeted service innovations within the contractor community which should include engagement with state, PAP program staff, community implementation team members and update to the evaluator on what those planned innovations are as outlined in the Plan Do Study Act cycles.
 - 3.6.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.
 - 3.6.4. Track local data and monitor process and outcome indicators involved in the Boundary Spanning Leadership (BSL) framework and Community Implementation Team (CIT) implementation.
 - 3.6.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.
 - 3.6.6. Engage in pre-implementation trainings such as: (1) QuickBase data platform, (2) Protective Factors Survey-2 tool administration and (3) Onboarding Staff to data collection relating to Data Collection and family engagement in the intake process.
- 3.7. The Contractor shall work collaboratively under the direction of the Department, with the State-identified Evaluation Contractor. This work shall include, but is not limited to:
 - 3.7.1. Facilitating cross-system data definition processes and managing a shared-outcomes defining process and outcomes tracking system which shall



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

include, but is not limited to:

- 3.7.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.
 - 3.7.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.
 - 3.7.1.3. Sharing of pre-defined regional data definitions.
 - 3.7.1.4. Establishment of shared measures of success.
 - 3.7.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.
 - 3.7.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.
 - 3.7.1.7. Participation in outcomes tracking system training and technical assistance.
 - 3.7.1.8. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.
 - 3.8.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective impact.
 - 3.9.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.
4. Modify Exhibit A, Scope of Services Section 4 Reporting, Subsection 4.1, to read:
 - 4.1 The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations.
 5. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
 - 4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-5 Amendment #2, Budget.
 6. Add Exhibit B-4 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.
 7. Add Exhibit B-5 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

11/24/2020

Date

DocuSigned by:

Lisa M. Morris

D938DDF08C854A0...

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

Amoskeag Health

11/24/2020

Date

DocuSigned by:

Kris McCracken

C57AF830C85F454...

Name: Kris McCracken

Title: president/CEO



New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families

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

OFFICE OF THE ATTORNEY GENERAL

11/25/2020

Date

DocuSigned by:

D5CA9227E32C4AE

Name: Catherine Pinos

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:

Table B-1 Amendment 17, Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Department Name: Amoskeag Health
Budget Request for: RFP-2019-0146-23-COMBU
Budget Period: FY 2022 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Cost over Share / Match			Funded by 15619 contract share		
	Direct Incremental	Subgrant Total	Total	Direct Incremental	Subgrant Total	Total	Direct Incremental	Subgrant Total	Total
1. Personnel	111,146.00	111,146.00	111,146.00				111,146.00	111,146.00	111,146.00
2. Contract Services	20,211.00	20,211.00	20,211.00				20,211.00	20,211.00	20,211.00
3. Materials									
4. Equipment									
5. Travel									
6. Printing									
7. Information Technology									
8. Other									
9. Subgrants	1,120.00	1,120.00	1,120.00				1,120.00	1,120.00	1,120.00
10. Other	520.00	520.00	520.00				520.00	520.00	520.00
11. Other	220.00	220.00	220.00				220.00	220.00	220.00
12. Other	80.00	80.00	80.00				80.00	80.00	80.00
13. Other	4,718.00	4,718.00	4,718.00				4,718.00	4,718.00	4,718.00
14. Other	850.00	850.00	850.00				850.00	850.00	850.00
15. Other									
16. Other									
17. Other									
18. Other									
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95. Other									
96. Other									
97. Other									
98. Other									
99. Other									
100. Other									
TOTAL	113,777.00	113,777.00	113,777.00				113,777.00	113,777.00	113,777.00

Percent of Total: 100%


Exhibit B-3 Amendment #7, Budget

Main Hospital's Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Station/Program Name: Amnshng Health
Budget Request for: RFP-2019-OPH-23-COMMU
(Name of RFP)
Budget Period: FY 2023 July 1, 2023 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Funds/Share		
	Direct Incremental	Indirect Fund	Total	Direct Incremental	Indirect Fund	Total	Direct Incremental	Indirect Fund	Total
1. Total Amnshng Health	135,604.88	11,428.81	147,033.69				11,428.81	11,428.81	22,857.62
2. Contractual Services	11,428.81	0.00	11,428.81				11,428.81	0.00	11,428.81
3. Personnel									
4. Travel									
5. Food and Catering									
6. Printing/Reproduction	1,100.00	110.00	1,210.00				1,100.00	110.00	1,210.00
7. Postage									
8. Telephone	375.00	37.50	412.50				375.00	37.50	412.50
9. Rent									
10. Medical									
11. Office	200.00	20.00	220.00				200.00	20.00	220.00
12. Fuel	200.00	20.00	220.00				200.00	20.00	220.00
13. Contingency	-1,000.00	-100.00	-1,100.00				-1,000.00	-100.00	-1,100.00
14. Capital Expenses									
15. Equipment	2,000.00	200.00	2,200.00				2,000.00	200.00	2,200.00
16. Buildings									
17. Information Systems									
18. Tools and Logic									
19. Insurance	100.00	10.00	110.00				100.00	10.00	110.00
20. Bond Expenses	2,000.00	200.00	2,200.00				2,000.00	200.00	2,200.00
21. Supplies	1,000.00	100.00	1,100.00				1,000.00	100.00	1,100.00
22. Miscellaneous	100.00	10.00	110.00				100.00	10.00	110.00
23. Staff Education and Training	200.00	20.00	220.00				200.00	20.00	220.00
24. Professional Services	11,428.81	1,142.88	12,571.69				11,428.81	1,142.88	12,571.69
25. Other (Specify and sub-indent)									
TOTAL	135,604.88	11,428.81	147,033.69				11,428.81	11,428.81	22,857.62

Match to 1 Percent of Direct 50%


 Contractor Initials: _____
 Date: 11/24/2020



Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

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

July 22, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts for the provision of Community Collaboration services by providing parental assistance programming to the Winnepesaukee and Manchester communities to reduce child maltreatment and the risk of children entering foster care, by increasing the total price limitation by \$328,266 from \$1,600,000 to \$1,928,266 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. The original contracts were approved by Governor and Council on July 31, 2019 (Item #18). 39% Federal Funds. 61% General Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the increase in funding exceeds ten percent (10%) of the original contract price limitation. As previously stated, the original contract was approved by Governor and Council on July 31, 2019 (Item #18).

The purpose of this request is to increase funds to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The two Community Collaboration contracts are currently bringing various agencies and representatives together to create an upstream approach to prevention of child maltreatment services. These contracts are focused on providing services to families and creating system level changes to a more coordinated service delivery for families. Providers are currently implementing best practices and will begin enrolment within the next few weeks. Providers have designed a family navigation entry point at their agencies that will provide intake, screening, crisis support, advocacy, warm handoffs, and cross system case management to coordinate services. During the time of the initial contract procurement, the available general funds were not present due to the continuing resolution. With the addition of the Parental Assistance Program funds in general funds, New Hampshire wants to strengthen the capacity in these two Community Collaboration sites through these contracts. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs,

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

parent education, and programs that offer alternatives to out of home placement for children. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

As referenced in Exhibit C-1, Section 2, Subsection 2.1 of the original contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnepesaukee Public Health Region.

Source of Funds: 39% Federal Funds, CFDA #93.670, FAIN #90CA1858 US DHHS, Administration on Children, Youth, and Families (ACYF), Children's Bureau, Community Collaboration to Strengthen and Preserve Families in NH; and 61% General Funds.

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. Shibinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION**

05-95-042-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

1. Amoskeag Health, Vendor #157274-B001

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
2021	645-504004	General Funds for Other	42105745		\$200,000.00	\$200,000.00	\$100,000.00	\$300,000.00
					<i>Subtotal</i>	<i>\$600,000.00</i>	<i>\$100,000.00</i>	<i>\$700,000.00</i>

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/ Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	645-504004	General Funds for Other	42105745		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00
2021	645-504004	General Funds for Other	42105745		\$200,000.00	\$200,000.00	\$100,000.00	\$300,000.00
					<i>Subtotal</i>	<i>\$600,000.00</i>	<i>\$100,000.00</i>	<i>\$700,000.00</i>
					<i>Total 2958 AU:</i>	<i>\$1,200,000.00</i>	<i>\$200,000.00</i>	<i>\$1,400,000.00</i>

**FINANCIAL DETAIL ATTACHMENT SHEET
COMMUNITY COLLABORATION**

**05-95-090-902010-7047 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION
OF PUBLIC HEALTH, COMMUNITY COLLABORATION**

1. Amoskeag Health, Vendor #147274-B001

State Fiscal Year	Class/Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
2021	102-500371	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$76,341.00	\$176,341.00
					Subtotal	\$200,000	\$76,341.00	\$276,341.00

2. Lakes Region Community Services, Vendor #177251-B002

State Fiscal Year	Class/Account	Class Title	Job Number	Federal	General	Current Modified Budget	Increased (Decrease) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$0.00	\$100,000.00
2021	102-500731	Contracts for Program Services	90070470	\$100,000.00		\$100,000.00	\$51,925.00	\$151,925.00
					Subtotal	\$200,000.00	\$51,925.00	\$251,925.00
					Total 7047 AU:	\$400,000.00	\$128,266.00	\$528,266.00
					Grand Total:	\$1,600,000.00	\$328,266.00	\$1,928,266.00

**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Collaborations to Strengthen and Preserve Families Contract**

This 1st Amendment to the Community Collaborations to Strengthen and Preserve Families contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amoskeag Health (formerly Manchester Community Health Center), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 31, 2019, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$976,341.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1, to read:
4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3 Amendment #1, Budget.
3. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

AM
7/9/20



**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**

This amendment shall be effective upon the date of Governor and Executive 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

7/15/2020
Date

Ann M. Landry
Name: Ann Landry
Title: Associate Commissioner

Amoskeag Health

7/9/20
Date

Kris McClucken
Name: Kris McClucken
Title: President/CEO

**New Hampshire Department of Health and Human Services
Community Collaborations to Strengthen and Preserve Families**



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

OFFICE OF THE ATTORNEY GENERAL

07/17/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

Contractor name: Amending 0000			New Municipality Department of Health and Human Services			
Budget Request for: 07A-000-000-D-COMM-00-01						
Budget Period: July 2020-June 2021						
Line Item	Original	Amended	Total	Original	Amended	Total
1. Total Line Items	147,654.00	14,344.70	162,000.00			162,000.00
2. Personnel Services	11,837.00	1,024.74	12,861.74			12,861.74
3. Commodity	24,418.00	2,441.00	26,859.00			26,859.00
4. Equipment						
Automotive						
Furniture and Miscellaneous						
Office Equipment	8,200.00	875.00	9,075.00			9,075.00
5. Supplies						
Educational	1,000.00	400.00	1,400.00			1,400.00
Lab						
Pharmacy						
Medical						
Office	1,000.00	100.00	1,100.00			1,100.00
Travel	8,700.00	874.74	9,574.74			9,574.74
7. Contingency	4,778.00	481.74	5,259.74			5,259.74
8. Current Expenses						
Telephone	60.00	60.00	120.00			120.00
Printing						
Information						
Audit and Legal						
Insurance	200.00	20.00	220.00			220.00
Event Expenses	21,000.00	2,000.00	23,000.00			23,000.00
9. Other	1,700.00	1,074.00	2,774.00			2,774.00
10. Marketing/Communications	8,000.00	800.00	8,800.00			8,800.00
11. Staff Education and Training	12,000.00	1,200.00	13,200.00			13,200.00
12. Miscellaneous/Personnel	180,000.00	11,500.00	191,500.00			191,500.00
13. Other (specify outside municipality)						
TOTAL	457,654.00	21,344.70	479,000.00			479,000.00

John
 5/5/20



18
mac

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the two (2) vendors listed below, for the provision of Community Collaboration services, by providing a service array of best practice parental assistance programming to the Winnepesaukee and Manchester communities to reduce child maltreatment and the risk of children entering foster care, in an amount not to exceed \$1,600,000, effective retroactive to March 5, 2019, upon Governor and the Executive Council approval through June 30, 2021. 25% Federal Funds, 75% General Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Manchester Community Health Center	#157274-B001	145 Hollis Street, Manchester, NH 03101	\$800,000
Lakes Region Community Services	#233352-R001	719 North Main Street, Laconia, NH 03246	\$800,000
		Total:	\$1,600,000

Funds are anticipated to be available in State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation; class lines and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	645-504004	General Funds for Other	42105745	\$800,000
2021	645-504004	General Funds for Other	42105745	\$400,000
		<i>Sub Total:</i>		\$1,200,000

05-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY COLLABORATION

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Program Services	90070470	\$200,000
2021	102-500731	Contracts for Program Services	90070470	\$200,000
		<i>Sub Total:</i>		\$400,000
		Total:		\$1,600,000

EXPLANATION

This request is retroactive due to a programmatic determination to align federal and state resources, the timeline necessary to do this, and delays in the contracting process due to the volume of contracts pending in the DHHS pipeline. The Department was awarded Federal Funds through the Community Collaborations to Strengthen and Preserve Families grant in October 2018. This provided an important opportunity to align and leverage both these federal resources along with state resources provided through SB 592 for Parental Assistance Programs. The opportunity to simultaneously target efforts towards reducing child maltreatment and the number of children at risk of foster care in two needy communities was deemed priority; however, this delayed the procurement process timeline until Federal Funds were accepted to expend by the Fiscal Committee in late January 2019. Once this occurred, the procurement process moved forward as rapidly as possible by DHHS staff; however, due to other contracts pending with the DHHS contracts unit delays occurred in finalizing proposal selections and notifying vendors.

Once notified of their award, due the condensed timeline, vendors needed to initiate preparatory activities immediately. These activities included; researching and selecting an array of evidence-based services and associated materials, assessing staff training needs, planning and scheduling trainings and facilitating stakeholder meetings to promote improved coordination of services and referrals.

The purpose of this request is to design evidence-based programs and identify best practices that will prevent out-of-home placements of children and reduce the number of child protection cases. The contracts support development of collaborative educational programs and professional partnerships within the targeted communities. These programs and partnerships include designing prevention programs, court diversion programs, and programs that offer alternative to out of home placement for children.

New Hampshire currently ranks 5th in the nation in the overall rate of overdose of prescription and injection drugs. In State Fiscal Year 2017, New Hampshire spent \$36 million on foster care to serve children coming into the system. Through these contracts, the Department will expand access to community-based services for high-risk families, and provide prevention programming focused on strengthening and preserving families.

Manchester Community Health Center and Lakes Region Community Services were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department

of Health and Human Services' web site from December 10, 2018 through January 22, 2019. The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The two selected vendors were able to demonstrate within their proposals, the ability to provide evidence-based strategies unique to the targeted communities they will serve, as well as a readiness to engage in boundary-spanning leadership activities outlined in the grant proposal. Some of the activities the vendors will engage in include developing Community Integration Teams (CITs), as well as the development and implementations of evidence-based programs that increase parental protective factors. The knowledge based on science shows the impact that adverse childhood experiences can have on a child and the impact to their overall long-term health outcomes. The Score Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of these contracts, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The goal of these contracts is to provide services that strengthen and preserve families, prior to entering the child welfare system, and implement a community-based approach to responding to the needs families have through increasing "protective factors" such as, parental resilience, increasing social connections, concrete supports in times of need, knowledge of parenting and child development, and increasing social and emotional competence. When present, these "protective factors" can help to mitigate risk and can increase health and overall well-being for families and children.

The following performance measures and objectives will be used to measure the effectiveness of the contracts:

Year 1: Performance Measures for Planning Period:

- Every six (6) months, 90% of CIT membership will participate in training that includes Boundary Spanning Leadership (BSL) training workshops and evaluation activities.
- Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys, focus groups and/or in-depth interviews, as appropriate to project activities.
- CIT members must attend 90% of coaching sessions.

Year 2: Ongoing Implementation Efforts, which include, but are not limited to:

- Tracking performance measures specific to the CIT multi-sectoral interventions.
- Plan Do Study Act cycles for quality improvement.
- Collecting and participating in evaluation activities intended to result in:
 - Increased effectiveness of population based prevention.
 - Increases in protective factors.
 - Reductions in reports of child maltreatment.

Should the Governor and Executive Council not authorize this request, New Hampshire children and their families may not receive prevention activities within the targeted communities identified as needing the greatest prevention supports and services.

Area served: Manchester and Winnipesaukee Public Health Region.

Source of Funds: 25% Federal funds from CFDA 93.670 Administration for Children and Families, FAIN 90CA1858 and 75% General funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner



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

**Community Collaborations to
Strengthen and Preserve Families**

RFP-2019-DPHS-23-COMMU

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Lakes Region Community Services
2. Manchester Community Health Center
3. 0

Pass/Fail	Maximum Points	Actual Points
	235	183
	235	198
	235	0

1. Rhonda Siegel, Administrator II,
DPHS Health Mgmt Ofc
2. Sarah Moeckel, Administrator Family
Strength & Child Well-being Initiative,
3. Kai Giovanditto, DCYF, Community &
Family Support
4. Ellen Chase-Lucard, Financial Admin,
DPHS
5. Amy Berquist, Financial Administrator
II, DPHS

Subject: RFP-2019-DPHS-23-COMMU-02 Community Collaborations to Strengthen and Preserve Families


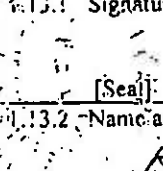
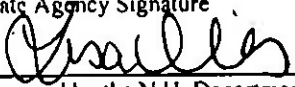
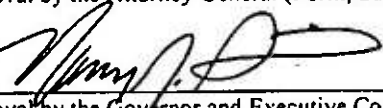
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 005-095-042-421010-29580000, 05-095-090-902010-70470000	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$800,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kris McClacken, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBORO</u> On <u>06/04/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>[Seal]: <u>Kurt Lawlor Jones</u></p> </div> <div style="text-align: right;"> <p>KURT LAWLOR JONES, Notary Public State of New Hampshire My Commission Expires October 17, 2022</p> </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>KURT LAWLOR-JONES</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS Director, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/6/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
- 1.5. The Contractor shall provide contracted services to families living in the City of Manchester.

2. Scope of Services

- 2.1. The Contractor shall develop Community Implementation Teams (CITs), which may include, but are not limited to:
 - 2.1.1. Evidence-based prevention programs, including programs with existing Department supported services.
 - 2.1.2. Court diversion and family court programs.
 - 2.1.3. Programs that offer alternative dispositions for juveniles.
 - 2.1.4. Community agencies and providers who serve families with children up to eight years of age.
 - 2.1.5. Public Health Networks.
 - 2.1.6. Family Resource Centers.
 - 2.1.7. Integrated Delivery Networks.
 - 2.1.8. DHHS District Offices
- 2.2. The Contractor shall create, coordinate, administer and manage Community Implementations Teams (CIT) that:
 - 2.2.1. Work with the Evaluator and DHHS to complete and submit a practice plan and a federal project plan. Participate in Plan Do Study Act – Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practices.



Exhibit A

- 2.2.2. Plan, coordinate, and implement Boundary Spanning Leadership
- 2.2.3. Hire a Community Implementation Team Coordinator.
- 2.2.4. Purchase supporting materials
- 2.2.5. Provide on-site face-to-face training to providers.
- 2.3. The Contractor shall utilize the results of the environmental scan and the needs assessment (Section 2.9) in conjunction with Department input, to provide planning, technical assistance, and face-to-face training on targeted topics, as determined by the Department, which may include, but are not limited to:
 - 2.3.1. Evidence-based and/or evidence-informed parental education on:
 - 2.3.1.1. Current impact of adverse childhood experiences
 - 2.3.1.2. Baseline or foundational understanding of toxic stress levels for families in the community and in the CIT sites.
 - 2.3.1.3. Policies and programs that promote, serve and return knowledge, behaviors and practices between parents and children that:
 - 2.3.1.3.1. Prevent abuse and neglect.
 - 2.3.1.3.2. Strengthen positive parenting.
 - 2.3.1.4. Programs that will assist families with identifying and addressing risk factors that could lead to contact with the child welfare system.
 - 2.3.1.5. Delivery of trauma-informed care across the continuum for individuals and families with children up to 8 years of age.
 - 2.3.1.6. Strategies that support the needs of families who have had involvement with the Division for Children, Youth and Families resulting in unfounded allegation of abuse or neglect with:
 - 2.3.1.6.1. Reasonable concern.
 - 2.3.1.6.2. Parental substance use.
 - 2.3.1.6.3. Discovery of economic or social challenges.
 - 2.3.1.6.4. Strategies for working with children impacted by familial substance use disorder.
 - 2.3.1.6.5. Training and strategies for supporting the needs of young children and families from various cultures and languages.
 - 2.3.1.6.6. Training, coaching and implementation of Boundary Spanning Leadership (BSL) strategies.
- 2.4. The Contractor shall coordinate trainings with a variety of agencies, including other CITs, to ensure trainings are developed, planned and aligned with



Exhibit A

- evidence-based services that are culturally and linguistically competent and most appropriate for the target audience needs.
- 2.5. Contractor shall ensure that all training includes instruction and guidance relating to safeguarding confidentiality of individually identifiable or protected health information, as required by state or federal law or regulations.
 - 2.6. The Contractor shall ensure services and supports offered to families in their respective areas of service complement existing state programs.
 - 2.7. The Contractor shall ensure a CIT Coordinator is assigned job duties that include, but are not limited to:
 - 2.7.1. Working with team members to draft meeting agendas and meeting notes.
 - 2.7.2. Conducting local needs assessments.
 - 2.7.3. Leading program-planning efforts.
 - 2.7.4. Identifying and engaging new and existing community partners to plan and strategize implementation.
 - 2.7.5. Representing the Contractor at statewide meetings.
 - 2.7.6. Leading the development of a Practice Profile as it relates to evaluation and service provision.
 - 2.7.7. Facilitating, drafting, and finalizing CIT project work plan, timeline, and logic model to align with DHHS project logic model and timeline.
 - 2.7.8. Coordinating CIT data definition establishment and data collection according to state and federal regulations
 - 2.8. The Contractor shall offer parenting education and economic support services and shall utilize evidence-based strategies that align with the Administration for Children and Families (ACF) child abuse and neglect strategies including, but not limited to strengthening protective factors, ensuring the services are accessible, available to, and designed to target a diverse population, which includes, but is not limited to:
 - 2.8.1. Pregnant or parenting individuals.
 - 2.8.2. Individuals and all family types with children up to eight (8) years of age.
 - 2.8.3. Caregivers, professionals, foster parents, grandparents.
 - 2.9. The Contractor shall ensure the CIT conducts a needs assessment/environmental scan to determine the training needs of the organization that provide services to families. The Contractor shall ensure the CIT is able to:
 - 2.9.1. Determine the extent to which professionals require training in:
 - 2.9.1.1. Adverse childhood experiences.
 - 2.9.1.2. Toxic stress.
 - 2.9.1.3. Trauma-informed care.



Exhibit A

- 2.9.1.4. Substance use disorders (SUD).
- 2.9.2. Measure respondent capacity to identify and address risk factors among family members that could result in contact with the child welfare system.
- 2.9.3. Determine respondent ability to address the needs of young children and families from various cultures and languages.
- 2.9.4. Inquire about training in particular evidence-based curricula.
- 2.10. The Contractor shall define strengths and gaps among service providers and shall identify needs for training upon the completion and evaluation of a survey.
- 2.11. The Contractor shall develop a roster of training opportunities for professionals and parents that utilized evidence-based practices and programming with input from the CIT and working groups.
- 2.12. The Contractor shall enlist the subject-matter expertise of CIT members and other community partners to host training sessions that ensure accommodates for the entire region. The Contractor shall:
 - 2.12.1. Maintain a record of all trainers and ensure the trainers are qualified to teach their respective courses.
 - 2.12.2. Ensure that any education programs collecting PHI that are delivered on-line or on a website meet NH DoIT requirements.
 - 2.12.3. Provide all materials, equipment, and physical space, as well as, logistical and staff support for the services and prevention and education programs delivered.
- 2.13. The Contractor shall ensure evidence-based, culturally and linguistically competent, prevention-focused parental assistance programs are available within the community (Section 1.5) and are designed to:
 - 2.13.1. Reduce child maltreatment.
 - 2.13.2. Improve parent-child interactions.
 - 2.13.3. Improve skills to regulate behavior and cope adaptively.
 - 2.13.4. Improve coordination of services and referrals for young families.
- 2.14. The Contractor shall ensure a variety of prevention services are available to parents of children up to eight (8) years of age, which may include, but are not limited to:
 - 2.14.1. Home visiting.
 - 2.14.2. Parent education.
 - 2.14.3. Family support services, including respite or crisis care.
- 2.15. The Contractor shall integrate the Five Protective Factors into the prevention services to promote healthy development and well-being of children through:
 - 2.15.1. Parental resilience.
 - 2.15.2. Knowledge of parenting and child development.



Exhibit A

- 2.15.3. Social connections.
- 2.15.4. Concrete supports in times of need.
- 2.15.5. Social and emotional competence.
- 2.16. The Contractor shall promote prevention and service programs through outreach and marketing in order to increase parent and community awareness of services maximizing:
 - 2.16.1. Attendance to events for families with children up to eight (8) years of age.
 - 2.16.2. Attendance to professional development opportunities.
 - 2.16.3. Awareness of community resources available in the state, region, and nationally.
- 2.17. The Contractor shall ensure professionals are trained to support, advise, and guide families by focusing on prevention and elimination of child abuse and neglect by training providers on:
 - 2.17.1. Period of Purple Crying;
 - 2.17.2. Strengthening Families Approach.
- 2.18. The Contractor shall utilize its current relationships in the community to continue improving coordination of services and referrals.
- 2.19. The Contractor shall have a minimum of one representative acceptable to the Department physically present at local and regional meetings to provide opportunities to build credibility and likeability among other providers in order to ensure local and regional agencies are confident referring clients for support and services.
- 2.20. The Contractor shall implement a Community Outreach and Marketing plan that ensures families throughout the region are aware of parental assistance programs through mediums that include, but are not limited to:
 - 2.20.1. Social Media - The Contractor shall develop posts that promote evidence based parent support programs to target consumers and providers.
 - 2.20.2. Traditional Media - The Contractor shall develop press releases announcing grant, programs, special events, inserts in calendar listings.
 - 2.20.3. Website and Email - The Contractor shall create content to promote programs on the website, blogs, and email distribution list.
 - 2.20.4. Grassroots Outreach - The Contractor shall develop flyers and submit to the Department for approval, upon approval the flyers shall be distributed and posted at community-based locations. The flyers shall give credit to the Department for the funding.
 - 2.20.5. Networking - The Contractor shall partner with community-based providers to promote programs through their social media channels, websites, email lists and program recipients.

VA^c
6/4/19



Exhibit A

- 2.21. The Contractor shall ensure ongoing implementation efforts which may include, but are not limited to:
 - 2.21.1. Tracking performance measures specific to the CIT multi-sectoral interventions.
 - 2.21.2. PDSA-R cycles for quality improvement.
 - 2.21.3. Collecting and participating in evaluation activities intended to result in:
 - 2.21.3.1. Increase of effectiveness of population based prevention.
 - 2.21.3.2. Increase in protective factors.
 - 2.21.3.3. Reduction in child maltreatment reports.

3. DATA TRACKING

- 3.1. The Contractor shall maintain an Outcome Tracking System, as approved by the Department, which shall be implemented during the second year of the resulting contract.
- 3.2. The Contractor shall ensure the Outcome Tracking System is utilized to capture local performance metrics consistent with targeted prevention efforts determined through the comprehensive planning process during the first year of contracted services. The Contractor shall:
 - 3.2.1. Provide a fully managed Information Technology (IT) department to that includes, but is not limited to:
 - 3.2.1.1. Dedicated response team.
 - 3.2.1.2. Cybersecurity;
 - 3.2.1.3. Dedicated response team with knowledge of state and federal privacy laws;
 - 3.2.2. Participate in Plan Do Study Act -Revise (PDSA-R) cycles to increase saturation and scale of evidence-based prevention practice.
 - 3.2.3. Disseminate and review data at regular intervals with community partners for continuous quality improvement efforts, PDSA-R cycles, and data-based decision efforts.
 - 3.2.4. Track local data and monitor process and outcome indicators involved in the BSL method and CIT implementation.
 - 3.2.5. Invite the evaluation team to attend CIT meetings in order to provide training on the importance of the evaluation, specifics on data collection and reporting.
- 3.3. The Contractor shall develop plans to share non-personally identifiable data with the Department that includes, but is not limited to:
 - 3.3.1. Pre-defined regional data definitions.
 - 3.3.2. Measures of success.
 - 3.3.3. Indicators of success to inform shared outcome metrics.

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Exhibit A

- 3.3.4. Personal characteristics and experiences of participants.
- 3.4. The Contractor shall work collaboratively with the State-identified Evaluation Contractor. This work shall include, but is not limited to:
 - 3.4.1. Facilitate cross-system data definition processes and manage a shared-outcomes defining process and outcomes tracking system which shall include, but is not limited to:
 - 3.4.1.1. Identification of indicators of success to inform shared outcome metrics within CIT.
 - 3.4.1.2. Personal characteristics, challenges, barriers, and experiences of parent and community organization participants.
 - 3.4.1.3. Sharing of pre-defined regional data definitions.
 - 3.4.1.4. Establishment of shared measures of success.
 - 3.4.1.5. Establishment and implementation of data collection, data sharing agreements, security, and monitoring procedures standards, consistent with all state and federal laws and regulations relating to confidentiality, privacy and information security.
 - 3.4.1.6. Coordination of local data tracking and monitoring of process and outcome indicators involved in the Boundary Spanning Leadership (BSL) method and CIT implementation.
 - 3.4.1.7. Participate in Data Work Group Committee to contribute feedback to the design and development of the Outcome Tracking System. This includes, but is not limited to:
 - 3.4.1.8. Participation in outcomes tracking system training and technical assistance.
 - 3.4.1.9. Submission of Outcome Tracking System data at regularly defined intervals for purpose of the program evaluation.
 - 3.4.2. Explore, incorporate and document concepts, methods, population and performance-based data and tools that make cross-sectoral work more successful and increase the value of collective leadership.
 - 3.4.3. Conduct a needs assessment/environmental scan of: services, CIT child-abuse neglect prevention focus evidence-based practices, training and technical assistance needs of community providers.

4. Reporting

- 4.1. The Contractor shall submit annual and interim reports on process and outcome measures for each area under study for quality improvement and recommendations. No personally identifiable data shall be included in these reports.



Exhibit A

- 4.2. The Contractor, in conjunction with the CIT, shall complete and submit a Practice Plan no later than ninety (90) days after the contract effective date.

5. Performance Measures

- 5.1. The Contractor shall ensure a minimum of 90% of its CIT members participate in BSL training.
- 5.2. The Contractor shall track two (2) phases of performance measurement:
- 5.2.1. Year 1: Performance Measures for Planning Period, which includes, but is not limited to:
- 5.2.1.1. Every six (6) months, 90% of CIT membership will participate in BSL training workshops and evaluation activities.
- 5.2.1.2. Every six (6) months, 90% of CIT membership will participate in evaluation baseline and measurement studies such as surveys focus groups and/or in-depth interviews, as appropriate to project activities.
- 5.2.1.3. CIT teams shall attend 90% of coaching sessions.
- 5.2.2. Year 2: The Contractor shall work with the Department to set performance measures for Year 2, at the conclusion of Year 1.
- 5.3. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved to the Department.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds, CFDA #93.670, DHHS, Administration for Children and Families, Federal Award Identification Number (FAIN), #90CA1858 and General Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-3, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. All invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

[Handwritten Signature]
2/4/19



Exhibit B

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

JPC
6/16/19

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Community Collaborations to Strengthen and Preserve Families RFP-2018-DPHS-73-COMMU
(Name of RFP)

Budget Period: March 8, 2019 - June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 9,154.00	\$ 815.40	\$ 10,069.40	\$ -	\$ -	\$ -	\$ 9,154.00	\$ 815.40	\$ 10,069.40
2. Employee Benefits	\$ 2,058.65	\$ 205.87	\$ 2,264.52	\$ -	\$ -	\$ -	\$ 2,058.65	\$ 205.87	\$ 2,264.52
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,278.00	\$ 327.80	\$ 3,605.80	\$ -	\$ -	\$ -	\$ 3,278.00	\$ 327.80	\$ 3,605.80
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 17,317.23	\$ 1,731.71	\$ 19,048.94	\$ -	\$ -	\$ -	\$ 17,317.23	\$ 1,731.71	\$ 19,048.94
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,300.00	\$ 130.00	\$ 1,430.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ 130.00	\$ 1,430.00
6. Travel	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
7. Occupancy	\$ 4,817.00	\$ 481.70	\$ 5,078.70	\$ -	\$ -	\$ -	\$ 4,817.00	\$ 481.70	\$ 5,078.70
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 807.00	\$ 80.70	\$ 887.70	\$ -	\$ -	\$ -	\$ 807.00	\$ 80.70	\$ 887.70
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 333.00	\$ 33.30	\$ 366.30	\$ -	\$ -	\$ -	\$ 333.00	\$ 33.30	\$ 366.30
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 80.00	\$ 8.00	\$ 88.00	\$ -	\$ -	\$ -	\$ 80.00	\$ 8.00	\$ 88.00
10. Marketing/Communications	\$ 3,200.00	\$ 320.00	\$ 3,520.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ 320.00	\$ 3,520.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 138,492.31	\$ 13,849.23	\$ 152,341.54	\$ -	\$ -	\$ -	\$ 138,492.31	\$ 13,849.23	\$ 152,341.54
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 181,818.18	\$ 18,181.81	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 181,818.18	\$ 18,181.81	\$ 200,000.00

Indirect As A Percent of Direct

10.0%

Contractor Initials: *JL*
Date: *6/4/19*

**Exhibit B-2
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Community Collaborations to Strengthen and Preserve Families RFP-2018-OPHS-23-COMMU
(Name of RFP)

Budget Period: July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by OPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,002.00	\$ 2,000.20	\$ 22,002.20			\$ -	\$ 20,002.00	\$ 2,000.20	\$ 22,002.20
2. Employee Benefits	\$ 4,120.00	\$ 412.00	\$ 4,532.00			\$ -	\$ 4,120.00	\$ 412.00	\$ 4,532.00
3. Consultants	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00			\$ -	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational	\$ 5,000.00	\$ 500.00	\$ 5,500.00			\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
Lab									
Pharmacy									
Medical									
Office	\$ 500.00	\$ 50.00	\$ 550.00			\$ -	\$ 500.00	\$ 50.00	\$ 550.00
6. Travel	\$ 1,200.00	\$ 120.00	\$ 1,320.00			\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
7. Occupancy									
8. Current Expenses									
Telephone									
Postage	\$ 38.90	\$ 3.90	\$ 42.80			\$ -	\$ 38.90	\$ 3.90	\$ 42.80
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00			\$ -	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00
9. Software	\$ 2,000.00	\$ 200.00	\$ 2,200.00			\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 7,175.00	\$ 718.00	\$ 7,893.00			\$ -	\$ 7,175.00	\$ 718.00	\$ 7,893.00
11. Staff Education and Training	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00			\$ -	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00
12. Subcontracts/Agreements	\$ 129,800.00	\$ -	\$ 129,800.00			\$ -	\$ 129,800.00	\$ -	\$ 129,800.00
13. Other (specific details mandatory):									
TOTAL	\$ 284,533.80	\$ 15,464.18	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 284,533.80	\$ 15,464.18	\$ 300,000.00

Indirect As A Percent of Direct

5.4%

[Handwritten Signature]
Date: 6/4/19

**Exhibit B-3
Budget**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Community Collaborations to Strengthen and Preserve Families RFP-2018-DPHS-23-COMMU
(Item of RFP)

Budget Period: July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 21,221.00	\$ 2,122.00	\$ 23,343.00				\$ 21,221.00	\$ 2,122.00	\$ 23,343.00
2. Employee Benefits	\$ 4,245.00	\$ 424.00	\$ 4,669.00				\$ 4,245.00	\$ 424.00	\$ 4,669.00
3. Consultants	\$ 40,000.00	\$ 4,000.00	\$ 44,000.00				\$ 40,000.00	\$ 4,000.00	\$ 44,000.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational	\$ 4,250.00	\$ 425.00	\$ 4,675.00				\$ 4,250.00	\$ 425.00	\$ 4,675.00
Lab									
Pharmacy									
Medical									
Office	\$ 500.00	\$ 50.00	\$ 550.00				\$ 500.00	\$ 50.00	\$ 550.00
6. Travel	\$ 1,200.00	\$ 120.00	\$ 1,320.00				\$ 1,200.00	\$ 120.00	\$ 1,320.00
7. Occupancy									
8. Current Expenses									
Telephone									
Postage	\$ 45.50	\$ 4.50	\$ 50.00				\$ 45.50	\$ 4.50	\$ 50.00
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00				\$ 24,000.00	\$ 2,400.00	\$ 26,400.00
9. Software	\$ 2,000.00	\$ 200.00	\$ 2,200.00				\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 7,175.00	\$ 718.00	\$ 7,893.00				\$ 7,175.00	\$ 718.00	\$ 7,893.00
11. Staff Education and Training	\$ 50,000.00	\$ 5,000.00	\$ 55,000.00				\$ 50,000.00	\$ 5,000.00	\$ 55,000.00
12. Subcontracts/Agreements	\$ 129,900.00		\$ 129,900.00				\$ 129,900.00		\$ 129,900.00
13. Other (specific details mandatory):									
TOTAL	\$ 284,534.50	\$ 15,483.50	\$ 300,000.00				\$ 284,534.50	\$ 15,483.50	\$ 300,000.00
Indirect As A Percent of Direct		5.4%							

Contractor Initials: *[Signature]*
Date: *8/4/19*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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6/4/19

New Hampshire Department of Health and Human Services
Exhibit C



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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 - 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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4/4/19



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

JAC
Date 6/14/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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Date *6/4/99*




- 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:

6/4/19
Date


Name: Kris McCredden
Title: Resident/COO



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:

6/4/19
Date

[Signature]
Name: Kris McCracken
Title: President / CEO

Vendor Initials KM
Date 6/4/19



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

The Vendor 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

[Handwritten Signature]
6/4/19



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

6/4/19
Date

[Signature]
Name: Kris Melnick
Title: President/CEO

Vendor Initials [Signature]
Date 6/4/19



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

The Vendor 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:

Vendor 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

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

Vendor Initials JKL

Date 6/4/19

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/4/19
Date



Name: Kris McCreath
Title: President/CEO

Exhibit G

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

Vendor Initials KMS
Date 6/4/19



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 Vendor 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 Vendor 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.

Vendor Name:

6/4/19
Date


Name: Kris McClracken
Title: President/CEO

Vendor Initials JK
Date 6/4/19



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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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6/4/09



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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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



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.



Exhibit I

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

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

Department of Health and Human Services

The State

[Handwritten Signature]

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR, DPHS

Title of Authorized Representative

6/6/19

Date

Manchester Community Health Center

Name of the Vendor

[Handwritten Signature]

Signature of Authorized Representative

Kris McCracken

Name of Authorized Representative

President/CEO

Title of Authorized Representative

6/4/19

Date



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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name:

6/4/19
Date


Name: Kris Wehracker
Title: President/CEO

Vendor Initials KW
Date 6/4/19



FORM A

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

1. The DUNS number for your entity is: 9281064 9370000
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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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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

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DHHS Information Security Requirements



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

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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.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov