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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver Interim Commissioner

> Melissa A. Hardy Director

105 PLEASANT STREET, CONCORD, NH 03301 603-271-5034 1-800-852-3345 Ext. 5034 Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 16, 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 Long Term Supports and Services, to amend an existing contract with New Hampshire Coalition for Citizens with Disabilities, Inc., d/b/a Parent Information Center (VC#177245), Concord, NH, for Family-to-Family services which support families and caregivers of children with and without special health care needs, by exercising a contract renewal option by increasing the price limitation by \$610,000 from \$690,000 to \$1,300,000, modifying the Scope of Services, and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023 upon Governor and Council approval, 60% Federal Funds. 40% General Funds.

The original contract was approved by Governor and Council on June 16, 2021, item #29 and most recently amended with Governor and Council approval on February 16, 2022, item #22.

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

See attached Fiscal Details

EXPLANATION

The purpose of this request is for the continuation of Family-to-Family services, operated by and for parents and caregivers of children with and without special health care needs. Familyto-Family Services include the Family-to-Family Health Information Center, Birth through 8 Early Childhood Care & Education Advisory Team Coordination, Watch Me Grow system coordination, and advisory support of family leadership and family voice in Maternal and Child Health. Job responsibilities have been shifted within the Bureau for Family Centered Services (BFCS) to provide training coordination and technical assistance to this program.

Approximately 110,565 children from birth to age eight (8) years, with and without special heath care needs, and their families and caregivers will be impacted annually.

Children with special healthcare needs (CSHCN) is defined under New Hampshire Revised Statues Annotated 132:13, II. as children "who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health related services of a type of amount beyond that required by children generally." This includes children and youth ages birth to age twenty-one (21) with health conditions who have a biologic, psychological, and/or cognitive basis; have lasted or are virtually certain to last for at least one year; result in limited function, activities or social roles in comparison with health age peers in His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

general areas of physical, cognitive, emotional and social growth and development; and have a need for medical care and related services, physiological services, or education services over and above the usual care for the child's age.

The Contractor will continue to maintain a statewide Family-To-Family Health Information Center, to assist BFCS staff with understanding and providing services that are family-centered. This is done by providing family voice to the Bureau's planning and program implementation. In one example, Contractor staff review public-facing documents and materials to ensure they are family-friendly. The Contractor will continue to coordinate with the Department in the review and development of Departmental policies, procedures and proposed changes in services to ensure family participation in decision-making. Additionally, the Contractor will continue to coordinate with State agencies and local service organizations to ensure children with special healthcare needs are adequately represented in system design, planning and service delivery across the system of care in New Hampshire.

The Department will monitor services by collecting key data and metrics, which includes aggregate, de-identified demographic, performance, and service data; as well as client satisfaction.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement 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 Council not authorize this request, children with, and at risk for special health care needs and their families may not have access to a primary resource center for health information, family connection, and Watch Me Grow activities. Without the additional support for the Early Childhood Comprehensive System, children and their families statewide may not have their voices taken into consideration. Additionally, services may not be coordinated in a manner that ensures families receive comprehensive continuity of services without duplication.

Area served: Statewide

Source of Federal Funds: ALN #93.994, FAIN #80440148, ALN #93.667, FAIN #2001NHSOSR, ALN #93.575, FAIN #2101NHCCDF, ALN #93.575, FAIN #2106NHCDC6, ALN #93.391, FAIN #NH75OT000031

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

Respectfully submitted,

Commissione Intenin

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES **FISCAL DETAILS SHEET**

05-95-093-930010-51910000 HHS: DLTSS-DEVELOPMENTAL SERVICES, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

25% Federal Funds, 75% General Funds, 0% Other Funds Title V Maternal Child Health Block Grant

NH Coalition	for Citizens with Di	isabilities		Vendor #177245		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Grants for Pub Asst and Relief	93001000	\$180,000.00	\$0.00	\$180,000.00
.2023	074-500585	Grants for Pub Asst and Relief	93001000	\$180,000.00	\$0.00	\$180,000.00
2024	074-500585	Grants for Pub Asst and Relief	93001000	\$0.00	\$180,000.00	\$180,000.00
2025	074-500585	Grants for Pub Asst and Relief	93001000	\$0.00	\$180,000.00	\$180,000.00
	10 B	Sub Total		\$360,000.00	\$360,000.00	\$720,000.00

05-95-093-930010-78580000 HHS: DLTSS-DEVELOPMENTAL SERVICES, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES 100% Federal Funds, 0% General Funds, 0% Other Funds Children and Families Social Services Block Grant

NH Coalition	for Citizens with U	ISADIIITIES		Vendor #177245		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Grants for Pub Asst and Relief	93001000	\$15,000.00	\$0.00	\$15,000.00
2023	074-500585	Grants for Pub Asst and Relief	93001000	\$15,000.00	\$0.00	\$15,000.00
		Sub Total		\$30,000.00	\$0.00	\$30,000.00

05-95-042-421110-29780000 HHS: HUMAN SERVICES DIV, CHILD DEVELOPMENT, CHILD CARE DEVLP-QUALITY ASSURE 100% Federal Funds, 0% General Funds, 0% Other Funds Child Care Development Block Grant

NH Coa	alition	for Citizens with Di	sabilities		Vendor #177245	2	
State F Yea		Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
202	2	102-500731	Contracts for Program Services	42117708	\$75,000.00	\$0.00	\$75,000.00
202	3	102-500731	Contracts for Program Services	42117708	\$75,000.00	\$0.00	\$75,000.00
202	4	102-500731	. Contracts for Program Services	42117708	\$0.00	\$75,000.00	\$75,000.00
202	5	102-500731	Contracts for Program Services	42117708	\$0.00	\$75,000.00	\$75,000.00
•	1		Sub Total		\$150,000.00	\$150,000.00	\$300,000.00

05-95-042-421110-24290000 HHS: HUMAN SERVICES DIV, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF 100% Federal Funds, 0% General Funds, 0% Other Funds Child Care Development Block Grant

	NH Coalition	for Citizens with Di	isabilities	(C)	Vendor #177245	*	~
8 2	State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	(Decrease)	Revised Amount
	2022	102-500731	Contracts for Program Services	42117773	\$50,000.00	\$0.00	\$50,000.00
	2023	102-500731	Contracts for Program Services	42117773	\$50,000.00	\$0.00	\$50,000.00
1	2024	102-500731	Contracts for Program Services	42117773	\$0.00	\$50,000.00	\$50,000.00
2	2025	102-500731	Contracts for Program Services	42117773	\$0.00	\$50,000.00	\$50,000.00
	3	19 - 19 I.	Sub Total	÷.	\$100,000.00	\$100,000.00	\$200,000.00

05-95-090-901010-57710000 HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH 100% Federal Funds, 0% General Funds, 0% Other Funds COVID-19 Disparity Grant

tate Fiscal Year	Class / Account	Class Title	Job Number	. Current Amount	(Decrease)	Revised Amount
2022	074-500585	Grants for Pub Asst and Relief	90577170	\$25,000.00	\$0.00	\$25,000.00
2023	074-500585	Grants for Pub Asst and Relief	90577170	\$25,000.00	\$0.00	\$25,000.00
	262	Sub Total		\$50,000.00	, \$0.00	\$50,000.00

Governor and Council Letter Attachment **Financial Detail**

Contractor Initials

Page 1 of 1

5/19/2023 Date

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

This Amendment to the Family to Family Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition for Citizens with Disabilities, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 16, 2021, (Item #29), as amended on February 16, 2022, (Item #22), 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 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, 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, 2025
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
 - \$1,300,000
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- Modify Exhibit B Amendment #1, Scope of Services, Section 1, Statement of Work, Subsection 1.1, Paragraph 1.1.2., to read:
 - 1.1.2. Reserved.
- Modify Exhibit B Amendment #1, Scope of Services, Section 2, Family-To-Family Health Information Center, Subsection 2.14., to read:
 - 2.14. The Contractor shall assist parent/family leadership groups in their organizational development by offering technical assistance and administrative support as a strategy to ensure needs of families are communicated to the Department.
- Modify Exhibit B Amendment #1, Scope of Services, Section 2, Family-To-Family Health Information Center, Subsection 2.16., Paragraph 2.16.3., to read:

2.16.3. Reserved.

7. Modify Exhibit B Amendment #1, Scope of Services, Section 2, Family-To-Family Health Information Center, Subsection 2.16., Paragraph 2.16.12., Subparagraph 2.16.12.6. through 2.16.12.7., to read:

2.16:12.6. Reserved.

- 2.16.12.7. Title V services for CSHCN.
- Modify Exhibit B Amendment #1, Scope of Services, Section 3, Partners in Health (PIH) Training, through Subparagraph 3.3.2.3., to read:

3.3.2.3. Reserved.

9. Modify Exhibit B Amendment #1, Scope of Services, Section 7, Staffing, Subsections 7.4.,

New Hampshire Coalition for Citizens with Disabilities, Inc.

RFA-2022-DLTSS-06-FAMIL-01-A02

Page 1 of 4

Date 5/19/2023

Contractor Initials

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Paragraph 7.4.3., to read:

7.4.3. Reserved.

- 10. Modify Exhibit B Amendment #1, Scope of Services, Section 7, Staffing, Subsection 7.5., to read:
 - 7.5. The Contractor shall provide the Department with an attestation within 15 days of the Effective Date of Amendment #2 that all Contractor workforce associated with fulfilling the obligations of this Agreement are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in services associated with this Agreement.
- 11. Modify Exhibit C, Payment Terms, Section 3, to read:
 - 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be In accordance with the approved line item, as specified in Exhibit C-1 Budget through Exhibit C-2 Amendment #1 Budget.
- 12. Add Exhibit C-3, Amendment #2 Budget, to read which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit C-4, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Coalition for Citizens with Disabilities, Inc.

RFA-2022-DLTSS-06-FAMIL-01-A02

Page 2 of 4

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, upon Governor and Council approval.

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

State of New Hampshire Department of Health and Human Services

5/19/2	023
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Date .

Name: Melissa Hardy

DocuSigned by

Name: Title:

Midulle Lewis

Michelle Lewis

Executive Director

Title: Director, Division of Long Term Supports and Services

New Hampshire Coalition for Citizens with Disabilities, Inc.

5/19/2023.

Date

New Hampshire Coalition for Citizens with DisabilitiesInc.A-S-1.2RFP-2022-DLTSS-06-FAMIL-01-A02Page 3 of 4

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

OFFICE OF THE ATTORNEY GENERAL

5/19/2023

Date

Date

Name: Robyn Guarino Title: Attorney

cusigned by: Obum Gunnino

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)

Name:

Title:

OFFICE OF THE SECRETARY OF STATE

New Hampshire Coalition for Citizens with Disabilities, Inc.A-S-1.2RFP-2022-DLTSS-06-FAMIL-01-A02Page 4 of 4

Exhibit C-3 Budget - Amendment #2

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Date,

5/19/2023

Contractor Initials

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

New Hampshire Coalition for Citizens with Disabilities, Inc.

14

Contractor Name: d/b/a Parent Information Center

Budget Request for: Family-to-Family Services

Budget Period: July 1, 2023-June 30, 2024

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Page 1 of 3

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RFA-2022-DLTSS-06-FAMIL-01-A02 New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center

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Exhibit C-3 Budget - Amendment #2

New Hampshire Department of Health and Human Services

New Hampshire Coalition for Citizens with Disabilities, inc. Contractor Name: d/b/a Parent Information Center

(1995) 1988 -

Budget Request for: Family-to-Family Services (B-8)

Budget Period: July 1, 2023-June 30, 2024

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RFA-2022-OLTSS-06-FAMIL-01-A02 New Hampshire Coalition for Citizens with Disabilities, Inc. d/pra Parent Information Center

Page 2 of 3

ML, Contractor Initials 5/19/2023

Exhibit C-3 Budget - Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

New Hampshire Coalition for Citizens with Disabilities, Inc. Contractor Name: d/b/a Parent Information Center

Budget Request for: Family-to-Family Services (CCDF WMG)

Budget Period: July 1, 2023-June 30, 2024

ID: 12088487-FF77-4EAA-BAAA-D47AD09F36F7 12

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Lab	15	#0	1 A	13	1 10	\$-	14	5		3	8	<u>†</u>			1	
Pharmecy		#32	5 -	े इ	*	\$	2	Ś	2	5	62 <u>2020</u> 0	1		1.1	1	
Medical	5.	a 0/	5 -	15	10 96 GU	5		ŝ		15		-				
Office	15		3	15		5		5		15		\$			-	
, Travel	- 15	- 100.00	5	- 5	100.00	5 * .	30	Ś	10 C		(Å)		100.00			100.00
Occupancy	- 5		\$.	15	· · · ·	5	16 8	Ś		\$	19					
. Current Expenses	- 1 \$	•0	12				-	50		-	10 E					1
Telephone	1 \$	1.00	\$.		1.00	5	23	5	4	5		\$	1,00			1.00
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Subscriptions	1 \$	1,00	3 1	1 \$	1,00	ŝ	25	5		3	T 10 12	\$	1.00		4	1,00
Audit and Legal	1 \$		s .	15		3	۵.	1	(L)	5		-			÷	
Insurance	3	20	5	15		ŝ		5		5		t -			1	
Board Expenses	13		\$.	1.		ŝ	2. 6. 7	5		13						
. Software	1 \$	1.00	\$.	13	1.00	ŝ	+	5		1 s		\$	1.00			1,00
0. Marketing/Communications	1 1	139.00	\$ +	15	139.00	S		ŝ		ŝ		ŝ	139.00		1	139.00
1. Staff Education and Training		1.00	5 .	15	1.00		10	1 s		Ť	7.25	ŝ	1.00			1,00
2. Subcontracts/Agreements		(i)	5 20 20	5	22	ŝ	30	ŝ		13		<u> </u>			i.	
3. Other (specific details meridatory):	15			1		-		1		<u>+~</u>						
ending Library	15		5 40	15		1		5		15			N	.00.		
upends & Meeting Expenses	\$	209.00	5	15	209,00	5		ŝ	2	15			209.00		1.	209.00
Luturet and Linguistic Support		5.00	1	1 5	5.00			ť		t –		5	5.00		1:	5.00
direct As a Line Item	* <u>\$</u>		\$ 5,752,0	olš	5,752.00			\$.		5				\$ 5,752,0	1 .	5.752.00
TOTAL	5	44,248,00			50,000,00			5	•55	1	-	5	44,248.00			50,000,00
ndirect As A Percent of Direct			13.0			, -		1.7			<u> </u>	. *			1.	\$0,000,00

RFA-2022-DLTSS-06-FAMIL-01-A02. New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/s Parent Information Center

Page 3 of 3

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Date_____

5/19/2023

Contractor Initials,

Exhibit C-4 Budget - Amendm

95.5

New Hampshire Department of Health and Human Services

New Hampshire Coelition for Citizens with Disabilities, Inc. Contractor Name: d/b/a Parent information Center

13.0%

Budget Request for: Family-to-Family Services

Budget Period: July 1, 2024-June 30, 2025

1941 N	• 0.5		Tota	I Program Cost					Cont	ractor Share / Match	h		1.1	5 Fun	ded by OHH	S contract s	hárá	
Line kem		Direct		Indirect	X	- Total		Direct -		Indirect -		Total		Direct	Ind	lirect U		Total-
1. Total Salary/Wages	1 5	117,065.00	\$	• 6	13	117,085.00	\$	÷2	\$	+	15	(R. 19)	\$	\$17,065.00	- 19K		\$	117,065.00
2. Employee Benefits	5	32,635.00	\$		\$	32,635.00	-5		\$		15		\$	32,635,00		10	3	32,635.00
3, Consultants	1.5	20 ¥0	\$	1.00	1		\$	50	\$	· ·	\$	100		14 C	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		\$	-
4. Equipment:	\$	÷.	200									- 18 Juli					+ 3	
Rental	\$	- 10 PC	5	27	\$	- 10	3		\$	1.02	1				P		1	*.
Repair and Maintenance	5		5	5 20	\$	1.4	\$	с	\$	~	1						1	•
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5, Supples;	1		\$	100	15	¥6								128			Califeration of the second	
Educational	5		\$		\$ ·	(H) (H)	1	20	\$	(3) (4)	5	· · · · · · · · · · · · · · · · · · ·		100			1	50 (8)
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Pharmacy	1 \$	¥0.	5		5	(k) (k)	\$		\$	*	5		1			10	1	÷
Medical	1 \$	(i)	5	+ 1 + 1	5	5 x 32	\$	(Get)	\$	(*)	\$	(8)					1	•
Office	5	500.00	5		5	500.00	5		15		5		5	500.00			\$	500.00
6. Travel	5	995.00	\$. \$	996.00	5		1	*	\$		\$	996,00			\$	995.00
7. Occupancy	\$	· ·	\$		\$	1.1.1.1.1.1	\$		\$		\$						\$	
8. Current Expenses	5		\$	*	5		11 C		1		1				(*			142
Telephone	15		5		5	10 N.	\$	829	\$	(*)	\$	10	1				\$	
Postage	15	÷ 1	\$	• 2	\$	12 B	\$	10 I.	\$	÷	\$		T					×
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Audit and Legal	15		\$	÷	15	9690 1	5	12.	5		1 \$	(iii)	1		<u> </u>		3	59 (S)
Insurance	15		\$		1 \$	S - 55	5	S	1		15	(4)	1		- E2		1	14
Board Expenses	5		5		5		5		1.		\$				a		1	
9. Software ,	5		\$	- 10	- 5		\$		15	(A)	11	··· (*)			34.5			14 (A)
10, Marketing/Communications	15	6,846.00	\$ '	•2	5	6,846.00	\$		1 5		15		\$	6,846.00			5	6,846.00
11. Staff Education and Training	3	50.00	\$	14.145	\$	50.00	\$		1		5		-5	50,00			5	50.00
12, Subcontracts/Agreements	\$	10) 10)	\$		\$	e	5		\$	(m)	4						\$	
13. Other (specific details mandatory);	5		5	ST 82	\$	16 C									- (¥)			
Lending Library	\$	200,00	8		\$	200,00	- 5	(3) 30	\$		15	3	\$	200,00		1. t.	\$	200.00
Stipends & Meeting Expenses	5	500,00	\$	÷2	\$	500.00	3		\$		15	8	\$	500.00	598		\$	500.00
Cultural and Linguistic Support	5	*500,00	\$	20 A	. \$	500.00							5	500.00			\$	500.00
Indirect As a Line Item	5	20 E	\$	20,708,00	5	20,708,00	5		\$	140 Q	\$	/4			1	20,708,00	1	20,708.00
TOTAL	5	159,292,00	5	20,708,00	1 5 .	180,000,00	5	3.16.	18		15		\$	159,292.00	3	20,708.00	\$	180,000.00

Indirect As A Percent of Direct

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RFA-2022-DLTSS-06-FAMIL-01-A02 New Hampshire Coalition for Citizens with Disabilities, Inc. drb/a Parent Information Center

Page 1 of 3

ML Contracto Data_______

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Exhibit C-4 Budget - Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

New Hampshire Coalition for Citizens with Disabilities, Inc.

32.2

13.0%

Contractor Name: d/b/a Parent Information Center

Budget Request for: Family-to-Family Services (B-4)

Budget Period: July 1, 2024-June 30, 2025

(a) (L		T	atal Program Cost					Con	tractor Share / Match	h		1	Fun	ded by DHHS contract s	hare	
Line Kem		Direct		Indirect	-	Total -	T	- Direct	112	Indirect		Total	. .	Direct **	indirect		Total
1. Total Salary/Wages	1 \$	49,408.00	\$	A+0.17	\$	49,405.00	\$		15		15	108	3	49,408.00		5	49,408.00
2. Employee Benetits	\$	13,322.00	\$		\$.	13.322.00	\$	1	5	- 192 - 192	15	- 12	ŝ	.13,322.00	7.9	1	13,322.00
3. Consultants 1	15		3		\$	- S	\$		\$		15	164				1	
	5	8	\$		\$		\$		\$	+ + +	1 5					1	
Rental	15		\$		5	(e)	\$-	1.0	5	- 1	1	1. Other 14	1	24		5	
Repair and Maintenance	5	10 M	5		3		\$		\$	- 10 M	1				- E	Ť	
Purchase/Depreciation	\$	5,00	\$		3	5,00	\$		\$	22 S.	5		\$	5,00	(e)	1	5.00
5. Supples:	5	(4)	\$		5	· ·	\$		\$	84	15	22				1 .	
Educational	5		\$		1.1		\$		\$		5	32			-	1	1.2
Lab	5	(A)	5	·	5	-	\$		1 \$	24	15	2.12				i.	<u> </u>
Pharmacy	13	(e)	5		5	546	\$		1		ŝ			1288		1	
Medical	3		5		5	(4)	3		5		15	8					<u> </u>
Office	15	500.00	\$		3	500,00	\$		15		5	1. 1. 1. 1.	5	500.00		5	500.00
3. Travel	15	1.00	5	8 N	\$	1,00	8	+	\$		5		ŝ	1.00		ŝ	1.00
7. Occupancy	1.5	•	5	-	\$		5		13		15		-				
3. Current Expenses	5	1,00	5		1 3	1,00	5		\$		ti	1.1		1.00			1.00
Telephone	1.5	1,00	\$		1	1,00	5		1		5		1	1,00	-	8	1.00
Postage	1.5	1,00	5		3	1.00	5	1	ŝ		ŝ	22	5	1,00		5	1.00
Subscriptions	8		\$	¥.	\$	- 12 - N	5	2	3		ŝ					1	
Audit and Legal	1	23	3	1 (B)	5		\$		5	23	ŝ					1	
Insurance	15	354	5		5		1		5	1 2 2	Ś		r			1	<u>-</u> -
Board Expenses	15		3	•	5	200	5	4.2	1	- 34 - 38	15					i	
. Software	5	1.00	\$		5	1.00	\$	÷.	5	72	15		5	1.00		1	1.00
0. Marketing/Communications	3	517.00	\$	- 1 A	5	517.00	5		\$		15		s	517,00		1	517.00
1, Staff Education and Training	. \$	1,000.00	\$	20 m 4	5	1,000.00	5	20	\$		ŝ		ŝ	1,000,00		÷.	1,000.00
2. Subcontracts/Agreements	\$		\$		\$		3	340.4	ŝ	1.0	5		10.1		3	\$.,
3. Other (specific details mandatory):	\$	•	\$	10-11 SF	5	124 245	5		5						70	1	
ending Library	5	12. B	\$	(A)	5		\$	26 DE 19	5		5		\$	50		\$	<u>_</u>
Stipends & Meeting Expenses	5 T	1,415,00	\$	13 10	\$	1,415,00	\$	100	5		15	59	5	1,415.00		3	1,415,00
Cultural and Linguistic Support	5	200,00	\$			\$200.00	-		ŕ		ť		5	200,00			200.00
ndirect As a Line Item	\$	4 M	1	8,628,00		\$8,628,00	-	\$0.00		\$0.00	1	\$0,00			\$8,628,00	-	\$8,628,00
TOTAL	5 -	65,372.00	\$	8.628.00	3	75,000.00	5	P2 (*	5	4	1	47		66.372.00			75,000,00

Page 2 of 3

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Date 5/19/2023

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Indirect As A Percent of Direct

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RFA-2022-DLTSS-06-FAMIL-01-A02 New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center

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Exhibit C-4 Budget - Amendment #2

New Hampshire Department of Health and Human Services

New Hampshire Coelition for Citizens with Disabilities, Inc.

13.0%

Contractor Name: d/b/a Parent Information Center

Budget Request for: Family-to-Family Services (CCDF WMG)

Budget Period: July 1, 2024-June 30, 2025

Total Program Cost Contractor Share / Match Funded by DHHS contract share ine tem Direct Indirect Total Direct Indirect Total Direct Total Indirect . Total Salary/Wages 33,540.00 \$ 33,540,00 1 5 33,540,00 1 33,540.00 5 Employee Benefits 10,250.00 \$ 10,250,00 5 5 . 10,250.00 5 . . 1 5 5 10,250.00 Consultants 15 . . - 5 . 5 2. . ŝ . Equipment. . Rental 15 1.15 5 - 5 1 . . te . . . 3 Repair and Maintenance 15 15 1 + -5 Purchase/Depreciation 15 . · · 5 . . 1 1 s -. Supples: 15 . Educationa 1.1 . . - 5 ÷ 1 . . . 1 - 5 15 Lab \$ - 5 5 . Pharmacy 1 4 590 1 . . 5 - 5 15 1 -Medical 1 \$ - 5 4 S 5 * \$. . . Office 15 . 3 . \$ -\$ \$. TŦ 5 . . . Travel 15 100,00 \$ 100.00 \$ 100.00 - 5 - 5 . 15 - 5 100.00 1 Occupancy 15 * 5 . ŝ . . - 5 140 5 1 ÷. 15 Current Expenses . 1.00 \$ 1.00 Telephone \$ 5 1.00 \$. . \$ -5 15 1.00 . 15 Postage 1.00 \$. 1.00 \$ • 5 • . . 1.00 1.00 5 1 Subscriptions 3 1.00 \$. . 1 1.00 3 + 5 -13 1.00 . Audit and Legal 15 • 5 . . ÷ 5 - 1 + ÷ . 1 Insurance 15 Ts . . - 11 . ÷. . Board Expenses 11 - 5 \$. 5 . 1 • \$. 1.00 . Software 3 1,00 \$ 1.00 \$. . - 5 + 5 1.00 5 - 5 10. Marketing/Communications 3 139.00 \$ - 5 139,00 \$. . . 1 139.00 139.00 - 5 1. Statt Education and Training 1,00 -1.00 5 * \$ \$ 1,00 1.00 . . 5 12. Subcontracts/Agreements 15 #2. 10 . . . 15 1 . 1 . - .. 3. Other (specific datails mendatory): 15 Lending Library_ 15 S 1 5 1.1 5 . • 5 Stipents & Meeting Expenses 15 209.00 \$ 209.00 \$ 209.00 1.0 5 ÷. 5 209.00 - 5 1 Cultural and Linquistic Support \$ 5.00 \$ 5.00 \$ 5.00 5.00 - 5 5,752.00 \$ 5,752.00 \$ 5 5,752.00 5 Indirect As a Line Rem \$ \$ 5 \$ TOTAL 1. 44,248,00 \$. 5,752,00 \$ 50,000,00 1... 44,248.00 \$. . · 1 5 5,752.00 \$0,000.00 -

Page 3 of 3

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MI,

5/19/2023

Contractor Initials

Date

Indirect As A Percent of Direct

RFA-2022-DLTSS-08-FAMIL-01-A02 New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent information Center

State of New Hampshire Department of State

CERTIFICATE

David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COALITION
 FOR CITIZENS WITH DISABILITIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 07, 1975. 1 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: 63839 Certificate Number: 0006211262



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2023:

David M. Scanlan Sccretary of State

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 PARENT INFORMATION CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on June 24, 2015. 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: 728248 Certificate Number: 0006211265



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire; this 20th day of April A.D. 2023.

David M. Scanlan Secretary of State

Dated:

Rev. 03/24/20

5/18/23

CERTIFICATE OF AUTHORITY

I, Jocelyn Charles _____, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of <u>NH Coalition of Citizens with Disabilities Inc. dba Parent</u> Information Center.

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 <u>July 21, 2020</u>, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That <u>Michelle Lewis, Executive Director</u> is duly authorized on behalf of <u>NH Coalition of Citizens with</u> <u>Disabilities dba Parent Information Center</u> to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Signature of Elected Officer Name: Jocelyn Charles Title: Co-Chair

ACORD [®] CERTIF	ICATE OF LIA	BILITY INSU	JRANC	E 🦼 🔤	DATE (MM/DD/YYYY) 04/21/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF IN CERTIFICATE DOES NOT AFFIRMATIVELY OR NEC BELOW. THIS CERTIFICATE OF INSURANCE DOE REPRESENTATIVE OR PRODUCER, AND THE CER	SATIVELY AMEND, EXTER S NOT CONSTITUTE A C TIFICATE HOLDER.	ND OR ALTER THE O ONTRACT BETWEE	OVERAGE A	NFFORDED BY THE POL NG INSURER(S), AUTHO	ICIES IRIZED
IMPORTANT: If the certificate holder is an ADDITIC If SUBROGATION IS WAIVED, subject to the terms this certificate does not confer rights to the certific	and conditions of the po	licy, certain policies	DITIONAL IN may require	SURED provisions or b an endorsement. A sta	e endorsed. tement on
RODUCER			Sommers, A	PI	12
IAI/Cross Insurance		PHONE (603) 64	9-3218	FAX (A/C, No)	(603) 645-4331
100 Elm Street.		IAAL NO. EXTI:	rts@crossagei		
8) 88	- 35 <u>-</u> 2				NAIC #
lanchester	NH 03101	INJUKERA.	hia Indemnity	Ins Co	18058
SURED		INSURER B : AmGuard		<u></u>	42390
NH Coalition For Citizens With Disabilities In	iC.,	INSURER C : MOUNT VE	ernon Fire Ins.		20322
DBA Parent Information Center		INSURER D :		* 1	
54 Old Suncook Rd	NU 02301 7217	INSURER E :	1 C		
Concord	NH 03301-7317	INSURER F :	100		
OVERAGES CERTIFICATE I THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE				REVISION NUMBER:	
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMI	RM OR CONDITION OF ANY URANCE AFFORDED BY THI	CONTRACT OR OTHER E POLICIES DESCRIBEI	DOCUMENT N DHEREIN IS S	MITH RESPECT TO WHICH	THIS
SR TYPE OF INSURANCE INSU	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP		TS ·
COMMERCIAL GENERAL LIABILITY	POLICE NUMBER -			EACH OCCURRENCE	s 1,000,000
		<i>2</i>		DAMAGE TO RENTED	s 100,000
				PREMISES (Es occurrence)	\$ 5,000
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	1111 12454650	0 110 112020	0 110 11202 1	PERSONAL & ADV INJURY	2 000 000
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			(6)	PRODUCTS - COMPIOP AGG	· · · · · · · · · · · · · · · · · · ·
OTHER:				COMBINED SINGLE LIMIT	\$
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ANY AUTO				BODILY INJURY (Per person)	\$
AUTOS ONLY AUTOS	PHPK2494956	01/01/2023	01/01/2024	BODILY INJURY (Per accident) PROPERTY DAMAGE	S
AUTOS ONLY				(Per accident)	*
	X	19 - 19 V	();	e 4	\$
			5	EACH OCCURRENCE	s 1,000,000
EXCESS LIAB CLAIMS-MADE	PHU8842934	01/01/2023	01/01/2024	AGGREGATE	\$ 1,000,000
	8	64 – US			\$ 35 75
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	8 11	<i>i i</i>		STATUTE ER	500,000
B ANY PROPRIETOR/PARTNER/EXECUTIVE N / A	NHWC452485 (3a.) NH	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	\$ 500,000
(Mandatory in NH)		84 59		E.L. DISEASE - EA EMPLOYEE	500.000
If yes, describe under DESCRIPTION OF OPERATIONS below	39 - A	oe (8		E.L. DISEASE - POLICY LIMIT	\$ 500,000
Directors & Officers Liability				General Aggregate	1,000,000
	NDO2003251Q	01/01/2023	01/01/2024	Each Occurrence	1,000,000
20 IX I	N)	1	<u> </u>	Deductible	500
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 1)	01, Additional Remarks Schedule,	may be attached if more s	pace is required)	a - s - s	(1) 10.52
efer to policy for exclusionary endorsements and special p	provisions.		20 ⁻	° ≥	110
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		92			
3 3 5	39	347	05	98 00	(90)
*15 5.5		AG			
8 88			96	55	28 8
ERTIFICATE HOLDER		CANCELLATION			
State of New Hampshire Department of Hea	aith		ATE THEREO	SCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE Y PROVISIONS.	
and Human Services		-			a in 19
	· •	AUTHORIZED REPRESE	TATIVE		200
129 Pleasant Street	NH 03301	1. Parane	21	al stan	and a start of
Concord	MIT 03301	1 DICAL	ner	11. SUOM	mero
12 X 18	ΪĊ.	10 C	© 1988-2015	ACORD CORPORATION	I. All rights reserve

The ACORD name and logo are registered marks of ACORD



NH Coalition for Citizens with Disabilities dba Parent Information Center Mission Statement

The Parent Information Center (PIC) is a statewide family organization that provides families and youth, with a focus on children/youth with disabilities/special health care needs, and the providers who serve them, with the knowledge and support they need to make informed decisions that enhance each child's development and well-being. We achieve positive outcomes through our partnerships with families, youth, educators, organizations, and others."

Parent Information Center (603) 224-7005 * (800) 947-7005

www.picnh.org

NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. D/B/A PARENT INFORMATION CENTER

PARENT INFORMATION

Financial Statements and Supplementary Information For the Year Ended June 30, 2022

(With Independent Auditor's Report Thereon)

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INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS:

Statement of Financial Position

Statement of Activities

Statement of Functional Expenses

Statement of Cash Flows

Notes to Financial Statements

SUPPLEMENTARY INFORMATION:

Schedule of Program Services

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INDÉPENDENT AUDITOR'S REPORT

To the Board of Directors New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all-material respects, the financial position of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Merrimack, New Hampshire Andover, Massachusetts Greenfield, Massachusetts Ellsworth, Maine

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center's fiscal year 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 22, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Program Services 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 accounting and other records used to prepare the financial 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.

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Merrimack, New Hampshire March 20, 2023

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NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. D/B/A PARENT INFORMATION CENTER

Statement of Financial Position June 30, 2022 (with comparative totals as of June 30, 2021)

		87				- C.		
	-			2022			54	
2 1.009 *		Without	8	With		2		20 BC - 35
		Donor		Donor		2022		2021
* * ÷		Restrictions		Restrictions	80 ₁₈₀	Total		Total
Assets		22	\otimes	18		171		823
Current Assets:								
Cash and cash equivalents	\$	311,103	\$	12,305	\$	323,408	\$	267,457
Grants receivable		175,868	•			175,868		194,324
Accounts receivable		31,649	•	07		. 31,649	:	71,133
Prepaid expenses	-	7,724				7,724	_	13,334
Total Current Assets -		526,344	8	12,305		538,649		546,248
Property and Equipment, Net	-	14,468				14,468		17,047
Total Assets	\$	540,812	\$	12,305	\$	553,117	\$	563,295
Liabilities and Net Assets			17	14.1	a :-		53	
Current Liabilities:		- 10						
Accounts payable	\$	41,075	\$	2	\$	41,075	\$	35,284
Accrued payroll and related liabilities	12	.40,233	•		32	40,233		37,672
Contract liabilities		2		34 ¹¹⁴	_	-	_	38,961
Total Current Liabilities		81,308				81,308		111,917
				· · · ·				121
Net Assets:	3					•	g (
Without donor restrictions:						ಾಗ್ರ		1
Undesignated		304,744		9 <u>5</u>	- 10 A	304,744		288,128
 Board-designated - Family Voices 		154,760		8 <u>3</u> 80		154,760 -	2 - 3.	153,630
With donor restrictions:					- č.,	· ·		
Time and purpose restricted		2 <u>8</u>	ļ	12,305	_	12,305		9,620
Total Net Assets	-	459,504		12,305	8	471,809	_	451,378
Total Liabilities and Net Assets	\$	540,812	\$	12,305	\$	553,117	\$	563,295
20140		28				<u></u>		

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

NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. D/B/A PARENT INFORMATION CENTER

Statement of Activities For the Year Ended June 30, 2022 (with summarized comparative totals for the year ended June 30, 2021)

					4.5					
e			12		2022		57	\sim		25
		13	Without Donor Restrictions		With Donor Restrictions	2	2022 Total	_	2021 Total	ିନ୍ଦା
	Support and Revenue		14 10		25	22				
	Support:			12	- 34		2 jg ⁽⁸⁾			
	Government grants		849,906	- \$	•	·\$ ·	849,906	\$	787,185	
	Contributions	+ -	8,888		4,000		12,888	0.983	54,995	
	In-kind contributions (office space)		3,251		3 2		3,251		3,251	
	Revenue:									16
	Program service fees,		212,959				212,959		235,842	
	Conferences and workshops		66,426			20	66,426		15,106	
	Interest income		110		il.		110		. 18	
	Miscellaneous		1,200		۰.		1,200	24.2	601	
	Net Assets Released From Restrictions		1,315		(1,315)		5	185-38	5355 (355)	,
	Total Support and Revenue		1,144,055	`	2,685		1,146,740		1,096,998	
	2 0					33				
	Expenses Program services		949,255				949,255		868,795	
	General and administration		176,083				176,083	63	153,158	
	Fundraising		971_	30	(F) (F)		971		4,477	
2	Total Expenses		1,126,309	- 8 V	91	-	1,126,309	·	1,026,430	- 22
	Change in Net Assets		17,746		2,685	ar.	20,431		70,568	
	Net Assets, Beginning of Year	39	441,758		9,620		451,378	_	380,810	
	Net Assets, End of Year	2	\$ 459,504	\$	12,305	\$	471,809	\$_	451,378	89

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

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NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. D/B/A PARENT INFORMATION CENTER

Statement of Functional Expenses For the Year Ended June 30, 2022 (with summarized comparative totals for the year ended June 30, 2021)

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5 U 8	8 X	<u></u>	2(022		2
ст. н. ¹²		Program <u>Services</u>	General and Administration	Fundraising	2022 <u>Total</u>	2021 <u>Total</u>
Personnel expense:	10 AS		·			
Salary and wages	\$	595,127	\$ 81,277	\$ 792 '	\$ 677,196 \$	620,903
Benefits		45,602	· 5,460	72	51,134	48,151
Payroll taxes		45,991	6,998	57	53,046	49,120
Professional services		-	21,411	24	21,411	18,468
Contracted services	5. 	129,960		1	129,960	143,531
Office	19 J.	4,889	· 3,531 ,	a a ¹²	8,420	6,848
Information technology		11,754	10,480		22,234	21,867
Occupancy	8	16,744	34,630	- N2	51,374	52,596
Travel	10 IV	1,514	83		1,597	61
Conferences and seminars	35	14,217		1	14,217	461
Depreciation	<u>10</u>	12,329	2015	然 逞	12,329	12,427
Insurance	<u>E</u>		4,927	2	4,927	5,180
Other expenses	¥.	32,470	1,277	2.0	33,747	21,457
Program expenses		7,215		6 iz	7,215	7,013
Workshop expenses	70	24,412		50	24,462	3,971
Printing and reproduction	1267	5,954	659		6,613	4,456
Equipment, repairs, and main	tenance	2	5,350	-	5,352	6,291
Training	e es 14	1,075	<u> </u>		1,075	3,629
Total Expenses By Function	. \$	949,255	\$ 176,083	\$ 971 .	\$ 1,126,309 \$	1,026,430

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

NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. D/B/A PARENT INFORMATION CENTER

Statement of Cash Flows For the Year Ended June 30, 2022 (with comparative totals for the year ended June 30, 2021)

	2022	2021	
Cash Flows From Operating Activities		12	
Change in net assets	\$ 20,431	\$ 70,568	
Adjustments to reconcile change in net assets			-
to net cash provided (used) by operating activities:	41 E. 12		
Depreciation	12,329	12,427	
Changes in operating assets and liabilities:	··· (1)	а.» 	
Grants receivable	18,456	(68,836)	
Accounts receivable	39,484	(35,269)	
Prepaid expenses	5,610	1,527	
Accounts payable	5,791	15,699	
Accrued payroll and related liabilities	2,561	720	
Contract liabilities	(38,961)	(9,269)	
Refundable advance		(3,571)	
Net Cash Provided (Used) By Operating Activities	65,701	* (16,004)	
	a ⁶¹ a 51	e ⁿ ≅ ₩	
Cash Flows From Investing Activities	÷	S22.83	
Purchase of property and equipment	(9,750)	(2,981)	
		(2,981)	
Net Cash Used By Investing Activities	(9,750)	(2,901)	
Net Change in Cash and Cash Equivalents	55,951	(18,985)	
Cash and Cash Equivalents, Beginning of Year	267,457	286,442	
Cash and Cash Equivalents, End of Year	\$ 323,408	\$	
2 ⁸ *	······································		

The accompanying notes are an integral part of theselfinancial statements.

NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC. D/B/A PARENT INFORMATION CENTER

Notes to Financial Statements For the Year Ended June 30, 2022

Organization

1.

New Hampshire Coalition for Citizens with Disabilities, Inc. d/b/a Parent Information Center (the Organization) was incorporated in 1975 for the purpose of creating a unified body of citizens, which would promote the general welfare for all citizens with disabilities. The Organization impacts lives through the following major program service areas:

New Hampshire Family Voices (FV)

This project is funded primarily through the State of New Hampshire, Department of Health and Human Services Bureau of Special Medical Services, to provide assistance to families and professionals through direct contact (telephone, e-mail, and in person), publication development and dissemination, workshops, website, and trainings.

Parent Training and Information Center (PTI)

This project is funded by the United States Department of Education, Office of Special Education Programs, to provide information, referral, training, and support to parents of children with disabilities.

iSocial

This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education to support New Hampshire's Pyramid Model implementation, scale-up and sustainability efforts with the goal of improving social-emotional outcomes for young children. The program builds capacity to implement process coaching of local iSocial leadership teams, including embedding family engagement strategies within the selected communities and sites.

Other Programs

Race 2K

This project is funded through the State of New Hampshire, Department of Education, Bureau of Special Education to provide information, support, and technical assistance to school districts and others, including families, to improve outcomes for preschool children with disabilities and their families.

Family to Family (F2F)

This project is funded by the United States Department of Education Health Resources and Services Administration (HRSA) to provide information, education, training, outreach, and peer support to families of children and youth with special healthcare needs and the professionals who serve them.

Medical Home Initiative

This project is funded through the State of New Hampshire, Department of Health and Human Services, Bureau of Special Medical Services to support primary care practices in the development of family advisory councils. New Hampshire Family Voices staff work closely with a practice to develop and launch their council, providing guidance in the creation of policies for the councils, conducting outreach, and new member orientation.

Prevention Makes Cents (PMC)

This program is funded by a variety of contracts to provide school-based child assault prevention programs for preschool and elementary-aged children as well as multi-week parenting programs and topic-related workshops for parents and professionals.

2. Summary of Significant Accounting Policies

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

Basis of Financial Statement Presentation

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

Change in Accounting Principle

ASU 2020-07, Contributed Nonfinancial Assets

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

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Grants Receivable

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

Accounts Receivable

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. Management has determined that no allowance is necessary.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost; if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straightline method over the estimated useful lives of the assets ranging from 3 to 10 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

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

Net Assets

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

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain

grantor) imposed restrictions. The Board has designated from net assets without restrictions, net assets for New Hampshire Family Voices.

Net Assets With Donor Restrictions

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

Revenue and Revenue Recognition

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

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

Revenue from program services are recognized when the performance obligation of providing the services are met. The performance obligation of training support and coaching, activity planning, and student support, is simultaneously received and consumed by the participants; therefore, the revenue is recognized when the service occurs. Upon receipt of a prepayment from a participant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer services in the future.

Revenue from conferences and workshops is recognized when the performance obligation of providing the services is met. The performance obligation of delivering conferences and workshops is simultaneously received and consumed by the registrants; therefore, the revenue is recognized when the conference or workshop occurs. Upon receipt of a prepayment from a registrant, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to provide the conference or workshop in the future.

Donated Services and In-Kind Contributions

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

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expense are attributable to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. Personnel expenses, including salaries and wages, employee benefits, and payroll taxes, are allocated based on actual time and effort. Occupancy expenses are allocated based on the amount of square footage utilized by each function in the office building. Printing and reproduction costs are directly charged if identifiable to a specific function or allocated based on the number of copies made or postage used each month. Information technology costs are directly charged if identifiable with a specific function or allocated based on the amounts that are included in each grant-approved budget.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

Estimates

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

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions, regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes inputs as follows:

- Level 1 Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as

the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases.* The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending June 30, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements

Liquidity and Availability

3.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, were comprised of the following at June 30, 2022 and 2021:

						.5.4					
		1	3	$\infty_{\Sigma_{2}}$	22	*		2022	8	2021	ŝ
	Financial assets at year	-end:								~	
	Cash and cash equiva	lents					\$	323,408	\$	267,457	
	Grants receivable		10					175,868		194,324	
	Accounts receivable							31,649	_	71,133	
	Total financial assets		11					530,925		532,914	
						¥31	- × ;	5			
5	Less amounts not availa Board-designated net								98 79	- 10 V	
	to be expended in les.	s than one y	/ear					(154,760)		(153,630)	
~	Net assets with donor	restrictions	s - purpo	ose restric	tions		3				
	not expected to be me	et in less th	an one'	/ear				(12,305)		(9,620)	
	Financial assets availab	le within on	ne year		·	45 -		363,860		369,664	
	Additional liquidity reso	urces				38					
	Bank line of credit		3	5.				50,000	°.	50,000	
	Total financial assets a	nd liquidity	resource	es availab	le with	in one year	. \$	413,860	\$	419,664	

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donorrestricted resources.

. Property and Equipment

Property and equipment was comprised of the following at June 30, 2022 and 2021:

		2022	2021
Furniture, fixtures, and equipment Leasehold improvements	\$	111,440 872	\$ 101,690 . <u>872</u>
Subtotal	8	112,312	102,562
Less accumulated depreciation	M -	(97,844)	(85,515)
Total	\$	14,468	\$ 17,047

Depreciation expense totaled \$12,329 and \$12,427, for the years ended June 30, 2022 and 2021, respectively.

5. Line of Credit

The Organization has a \$50,000 revolving line of credit available, secured by all assets. Borrowings under the line bear interest at a rate based on the Wall Street Journal Prime Rate plus 1.75%, adjusted daily. Interest only payments are required monthly with the principal payable on demand. The line was not utilized in fiscal years 2022 and 2021. At June 30, 2022 and 2021, the entire amount was available.

. Net Assets

Board-Designated Net Assets

Net assets without donor restrictions include board-designated net assets relating to the funds held on behalf of New Hampshire Family Voices as part of the Organization's fiscal sponsorship agreement (see Note 12). Board-designated net assets at June 30, 2022 and 2021 totaled \$154,760 and \$153,630, respectively.

Net Assets With Donor Restrictions

Net assets with donor restrictions were restricted for the following purposes at June 30, 2022 and 2021:

25. 2	2	× 4	2022	2021
Support children wi	th physical and c	ognitive disabilities	\$ 9,000	\$ 5,000
PMC - Prevention N	lakes Cents		3,305	3,305
Other		а	(s.	1,315
Total	* *	9 20	\$ 12,305	\$ 9,620

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time and totaled \$1,315 and \$712, for the years ending June 30, 2022 and 2021, respectively.

Grants

The Organization has been awarded cost-reimbursable grants of \$165,972 that have not been recognized at June 30, 2022 because qualifying expenditures have not yet been incurred.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

8. Contributed Nonfinancial Assets

The Organization received contributed nonfinancial assets in the amount of \$3,251 and \$3,251 for the years ended June 30, 2022 and 2021, respectively. These contributed nonfinancial assets related to building usage and were utilized for the Family Voices program. The building usage was valued at the estimated fair value based on the estimated basis of costs both direct and indirect related to the facilities. There were no associated donor restrictions.

9. Retirement Plan

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers all employees of the Organization. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. The Organization is not required to make matching employer contributions. The Organization did not make any employer contributions to the plan for the years ended June 30, 2022 and 2021, respectively.

10. Operating Leases

The Organization leases office space under the terms of a noncancelable lease agreement that expires in August 2022. In May 2022, the Organization extended the lease for three years and has the option to extend the lease for an additional three-year term. Rent expense under this agreement, which is included in occupancy costs in the Statement of Functional Expenses, totaled \$39,600 and \$38,100 for the years ended June 30, 2022 and 2021, respectively.

Future minimum lease payments on the above lease are as follows:

Fiscal Year	28				Amount	
2023				\$	39,600	
2024					40,200	
2025	0.20		.22		41,400	
2026				_	6,900	
Total		43		\$	128,100	
2.4						

11. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. In fiscal years 2022 and 2021 funding from government entities was as follows:

	28 -			38 -							•
								Percentag	e of	Percent	age of
		8						Revenues	for	Receiva	bles at
1				393	10		Fis	cal Year Fis	cal Year	June 30, .	June 30,
	- S.	¥1	6					2022	2021	<u>2022</u>	<u>2021</u>
United S	States De	epartment o	of Educatio	n '		83		35%	. 36%	20%	11%
State of	New Ha	mpshire					12	21%	20%	55%	52%
Universi	ity of Ne	w Hampshi	ire	::+	15	10		13%	16%	11%	23%
United S	States De	epartment o	of Health a	nd Huma	in Ser	vices		8%	14%	. 8%	9%

12. Fiscal Sponsorships

The Organization has entered into two agreements to assume administrative and financial responsibilities of New Hampshire Family Voices (NHFV) and Prevention Makes Cents

(PMC). NHFV provides free, confidential services to families and professionals caring for children with chronic conditions and/or disabilities. PMC provides school-based child assault prevention programs for preschool and elementary-aged children, as well as multi-week parenting programs and topic-related workshops for parents and professionals. The activity of NHFV and PMC has been included in the Organization's financial statements.

13. Subsequent Events

Subsequent events have been evaluated through March 20, 2023, which is the date the financial statements were available to be issued.

200

NEW HAMPSHIRE COALITION FOR CITIZENS WITH DISABILITIES, INC: D/B/A PARENT INFORMATION CENTER

Supplementary Information Schedule of Program Services For the Year Ended June 30, 2022

Support and Revenue Support: Government grants Contributions In-kind contributions (office space) Revenue: Program service fees	\$	<u>FV</u> 357;274 8,168 3,251	* \$.	<u>PTI</u> 208,412	\$	<u>iSocial</u> 185,923	\$	<u>Other</u> 98,297	\$	<u>Total</u> . 849,906
Support: Government grants Contributions In-kind contributions (office space) Revenue:	\$	8,168	•	208,412	\$	185,923	\$	98,297	\$	849,906
Support: Government grants Contributions In-kind contributions (office space) Revenue:	\$	8,168	•	208,412	\$	185,923	\$	98,297	\$	849.906
Government grants Contributions In-kind contributions (office space) Revenue:	\$	8,168	•	208,412	\$	185,923	\$	98,297	\$	849.906
Contributions In-kind contributions (office space) Revenue:				4172						
Revenue:						•		2,505		10,673
,								÷		3,251
Program service fees						()				•
		64,320		.		12		148,039		212,359
Conferences and workshops				2.3		-		66,426		66,426
Interest income	_	56	_	(*			_			56
Total Support and Revenue		433,069	282	208,412		185,923	38 83	315,267		1,142,671
								9 (9 (9)	8	
Expenses	800	(S)		25		2002				
Personnel expense:						74.000				505 133
Salaries and wages		257,183		155,204		71,060		111,680		595,127
Benefits		33,574		2,598	::	4,917		4,513		45,602
Payroll taxes		19,951		10,398		5,364		10,278		45,991
Contracted services		1,246	0	1,288		84,621	35	42,805 869		129,960
Office	8	3,603	2	46		371				4,889 11,754
Information technology		5,625		1,556		1,579	20	2,994		
Occupancy		3,251		6,632 291		3,232	•	3,629 776		16,744
Trável	πi	447 255		291		48		13,962		1,514 14,217
Conferences and seminars				1.2 1.2		596		317	36	14,217
Depreciation		11,416 31,461		30		230		979		32,470 '
Other expenses		7,215		50		1		575		7,215
Program expenses	39	1,415		120			- 81	22,877		24,412
Workshop expenses		2,920		133		960	30	1,941		5,954
Printing and reproduction Equipment, repairs, and maintenance		2,920		155		300		2		2
Training	_	1,075	· 🚌	12/2	ä	2	88	<u></u>	1	1,075
Total Direct Expenses	·	380,637		178,296		172,700		Ż17,622		949,255
Indirect Expenses	25	49,369	•	29,297		13,597	_	7,585	14	99,848
Total Expenses	40	430,006		207,593		186,297	-	225,207		1,049,103
Net Program Income	\$	3,063	\$	819	\$	(374)	\$	90,060	\$	93,568

See Independent Auditor's Report.

1.1

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Parent Information Center Board of Directors May 2023

The board serves without compensation.

Jocelyn Charles, CPA Board Co-Chair Family Representative Member since 2014

Dana Hill Board Co-Chair and Secretary Family Representative Member since 2014

Sandra E. Fay Board Treasurer Accountant Member since 2012

Brittany Walker Family Representative Member since 2022

Sreenivasu Odugu Family Representative Member since 2015

Michele Watson NAMI NH Family Network Coordinator and Family Representative Member since 2021

Tara MacDonald Assistant Principal, Nashua School District and Family Representative Member since 2021

Misty Martinez-Bohannon Family Representative Member since 2021

• TREASA (TERRY) OHLSON-MARTIN

EMPLOYMENT HISTORY

1994 – Present - Co-Director – NH Family Voices Parent Information Center, Concord, NH 03301

Through an office at the State of NH, Special Medical Service Bureau (SMSB), oversees the Family to Family Health Information Center to support families having children with special health care needs, physical, developmental, mental health and educational needs. Makes presentations and educates families and support groups regarding health care finance and related resources. Assist families with children with special health care needs seeking assistance with resources. Directs staff and oversees budgets from multiple funding sources.

1987 – 1994 Early Childhood Specialist Parent Information Center, Concord NH 03301

Responsible for identification and collection of resources pertaining to early childhood issues. Coordinator of "expert team", arrangements for regional needs assessment meeting, negotiation of technical assistance agreements with clients, provision of technical assistance, coordination with Technical Assistance to Parent Projects, Parent Information Center and other agencies serving preschool children with disabilities and provision of information to individuals regarding Public Law 99-457.

1987 – 1994 Northeast Regional Coordinator (CAPP Project) Parent Information Center, Concord NH 03301

Provide technical assistance to Parent Training and Information programs and National Resource Parents served by the Northeast Regional Office. Respond to needs of families within the medical system. Reinforce the needs of families in the medial system with professionals. Work within the health care system to make funding accessible to families.

EDUCATION & CERTIFICATIONS:

BS, Human Services, Springfield College, Springfield, MA 01109-3797

Parent to Parent, USA

Educational Advocate, Teaching Organizational & Coping Skills, (Parent Information Center) Telehealth Academy (Family Voices)

Standards of Quality for Family Strengthening & Support (Family Support NH)

PUBLICATIONS:

FCESS Hearing and Vision Services Report, T. Ohlson-Martin, Editor, US.DOE, OSEP, Part C of the Idea, NH Bureau of Developmental Service, Special Medical Services, 2017

Case Management Sourcebook, T. Ohlson-Editor, National Early Childhood Technical

Assistance System, Chapel Hill, NC 1990

• Ensuring Access: Family Centered Health Care Financing Systems for Children with Special Health Needs, New England Serve Regional Task Force on Health Care Financing, published by New England Serve, 101 Tremont Street, Boston, MA 1992

• Early Childhood Bulletin: Primer for New ICC Parents, author, published by

- Federation for Children with Special Needs, 1135 Tremont Street, Suite 420, Boston MA 02120-2140, 1992
- Paying the Bills, co-author, published by NE Serve, 101 Tremont Street, Boston, MA 02108, 1992
- HIV/AIDS Education.....It isn't Just for Health Class, co-author, Parent Information Center, PO Box 1422, Concord, NH 03302

AWARDS:

Public Citizen of the Year, 2008, NH Pediatric Society NH Citizen Action Leadership Award, 1996

Sylvia Pelletier

Summary

An organized, detail-oriented and visionary thinker with leadership skills and 20+ years of experience working to improve systems. Possesses a passion to improve systems of care for both the families served and the professionals working within them.

Has extensive personal experience with special health care needs, particularly epilepsy and pediatric cancer.

Skills

Family Engagement Group Facilitation & Training Quality Assurance & Measure Design

Education

Rivier University – B.A. Individualized Studies; concentration Special Education & Elementary Education

Certification Trainings

HOBSCOTCH Memory Coach

(Dartmouth-Hitchcock)

Telehealth Academy

(MCH LEND Hawaii - Family Voices)

Standards of Quality for Family Strengthening & Support (Family Support NH)

Educational Advocate Training (Parent Information Center)

Pediatric Cancer Advocacy Training (The Children's Cause)

Employment History

1999-present

t N

NH Family Voices Concord, NH

Associate Director

Responsibilities: Staff training and supervision; Salesforce utilization oversight and reporting; grant proposals

• Project Director – Youth Health Care Transition Services Project Responsibilities: quality assurance & measure design, patient & family engagement, practice & community based technical assistance, crosssystems training, materials development, reporting

Previous

Project Director – Medical Home Project

Responsibilities: quality assurance & measure design, patient & family engagement, practice & community based technical assistance, materials development, training, reporting

• Project Coordinator – Epilepsy Improvement Project Responsibilities: quality improvement measure design, data collection, reporting, team facilitation (practice sites), parent & youth partner mentor, Learning Collaborative participation, training for community based providers, reporting

• Consumer Advocate – Partners in Chronic Care & Integrated Services Grants

Responsibilities: Represent & support family voice

Outreach Coordinator,

Responsibilities: provide information, referral & support to families and the professionals who serve them

Current Committees & Collaborations

- NH Pediatric Improvement Project Steering Committee
- Child Fatality Review Committee
- Sudden Death in Youth Committee
- Children for Youths with Chronic Conditions Council

Community Engagement & Leadership Activities

Childhood Cancer Lifeline – Founding Member; Board of Directors, President

Awards

Public Citizen of the Year - NH Pediatric Society

Champion for Children – Council for Youths with Chronic Conditions Exemplary Contribution to System of Care for CYSHCN- NH Project Access

CONTRACTOR NAME

Key Personnel

% Paid from this Contract Job Title Salary

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Terry Ohlson-Martin	Director	\$44,070	45%	\$19,838.
Sylvia Pelletier	Associate Director	\$48,750	48%	\$23,400 .
			20 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -	
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette Commissioner

Nancy L. Rollins Interim Director 105 PLEASANT STREET, CONCORD, NH 03301 603-271-5034 1-800-852-3345 Ext. 5034
 Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 20, 2022

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 Long Term Supports and Services, to amend an existing contract with New Hampshire Coalition for Citizens with Disabilities Inc, d/b/a/ Parent Information Center (VC# 177245), Concord, New Hampshire, to increase support to Family to Family Services by coordinating Watch Me Grow activities and implementation of Early Childhood Comprehensive Systems (ECCS) B-8 Advisory support systems by increasing the price limitation by \$150,000 from \$540,000 to \$690,000 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 16, 2021, item #29.

Funds are available in the following account 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 ensure support for Watch Me Grow activities, in cooperation with the Department, Steering Committee members and stakeholders of the State's developmental screening system. The Contractor will also assess strategies to engage early childhood families' access to health care and parenting support programs by providing support through focus groups, trainings and input on the Department's needs and gap analysis of the Early Childhood Comprehensive System.

Watch Me Grow is New Hampshire's developmental screening, referral and information system for families with children aged birth to six years. The Contractor will meet with the Watch Me Grow Steering Committee and stakeholders on a regular basis to collect, analyze, and report on data to evaluate the effectiveness of the Watch Me Grow system.

The Contractor will leverage its role as the facilitator of the birth through age eight (8) advisory to support the Early Childhood Comprehensive System initiative, provide communication to families and advise the system on program delivery. The Contractor will conduct focus groups to gather family input as it relates to referral systems and areas of concern that support successful family engagement. The Contractor will also identify barriers to accessing supports for families, as identified by families.

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

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

Approximately 110,561 children from birth to age 8 years and their families will be impacted annually.

The Department will monitor contracted services by collecting key data and metrics, which includes client-level demographic, performance, and service data as well as client satisfaction.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached contract, the parties have the option to extend the agreement 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 Council not authorize this request, the Watch Me Grow activities, statewide, may not be coordinated in a manner that ensures families receive comprehensive continuity of services without duplication of services. Additionally, without the additional support for the Early Childhood Comprehensive System, children and their families statewide may not have their voices taken into consideration.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number Source of Funds: #93.994 FAIN #80440148, Assistance Listing Number Source of Funds: #93.667 FAIN 2001NHSOSR, Assistance Listing Number Source of Funds: #93.575 FAIN 2101NHCCDF, Assistance Listing Number Source of Funds: #93.575 FAIN 2106NHCDC6, and Assistance Listing Number Source of Funds: #93.391 FAIN NH75OT000031.

Respectfully submitted,

Shibinette Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES FISCAL DETAILS SHEET

05-95-093-930010-51910000 HHS: DLTSS-DEVELOPMENTAL SERVICES, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

25% Federal Funds, 75% General Funds, 0% Other Funds Title V Maternal Child Health Block Grant

NH Coalition	for Citizens with Dis	sabilities	Vendor #177245					
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount		
2022	074-500585	Grants for Pub Asst and Relief	93001000	\$180,000.00	\$0.00	\$180,000.00		
 2023	074-500585	Grants for Pub Asst and Relief	93001000	\$180,000.00	\$0.00	\$180,000.00		
		Sub Total		\$360,000.00	\$0.00	\$360,000.00		

05-95-093-930010-78580000 HHS: DLTSS-DEVELOPMENTAL SERVICES, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK 100% Federal Funds, 0% General Funds, 0% Other Funds Children and Families Social Services Block Grant

NH Coalition	for Citizens with Disa	abilities	Vendor #177245					
State Fiscal Year		Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount		
2022	074-500585	Grants for Pub Asst and Relief	93001000	\$15,000.00	\$0.00	\$15,000.00		
2023	074-500585	Grants for Pub Asst and Relief	93001000	\$15,000.00	\$0.00	\$15,000.00		
		Sub Total		\$30,000.00	\$0.00	\$30,000.00		

05-95-042-421110-29780000 HHS: HUMAN SERVICES DIV, CHILD DEVELOPMENT, CHILD CARE DEVLP-QUALITY ASSURE 100% Federal Funds, 0% General Funds, 0% Other Funds, Child Care Development Block Grant

NH Coalition	for Citizens with Dis	abilities	Vendor #177245					
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount		
2022	102-500731	Contracts for Program Services	42117708	\$75,000.00	\$0.00	\$75,000.00		
2023	102-500731	Contracts for Program Services	42117708	\$75,000.00	\$0.00	\$75,000.00		
	3	Sub Total		\$150,000.00	\$0.00	\$150,000.00		

05-95-042-421110-24290000 HHS: HUMAN SERVICES DIV, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF 100% Federal Funds, 0% General Funds, 0% Other Funds Child Care Development Block Grant

NH Coalition	for Citizens with Dis	abilities				
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Program Services	42117773	\$0.00	\$50,000.00	\$50,000.00
2023	102-500731	Contracts for Program Services	42117773	\$0.00	\$50,000.00	\$50,000.00
		Sub Total		\$0.00	\$100,000.00	\$100,000.00

05-95-090-801010-57710000 HHS: PUBLIC HEALTH DIV, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES 100% Federal Funds, 0% General Funds, 0% Other Funds COVID-19 Disparity Grant

VH Coalition (or Citizens with Dis	abilities		a a		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500585	Grants for Pub Asst and Relief	90577170	\$0.00	\$25,000.00	\$25,000.00
2023	074-500585	Grants for Pub Asst and Relief	90577170	\$0.00	\$25,000.00	\$25,000.00
		Sub Total		\$0.00	\$50,000.00	\$50,000.00

Overall Total

\$540,000.00

\$150,000.00

\$690,000.00

Governor and Council Letter Attachment Financial Detail Page 1 of 1

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

This Amendment to the Family-to-Family Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Coalition for Citizens with Disabilities Inc, d/b/a/ Parent Information Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 16, 2021, (Item #29), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 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 1.8, Price Limitation, to read:

\$690,000.

- 2. Modify Exhibit A, Revisions to Standard Agreement Provisions, Section 1.2, to read:
 - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and including a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act, if applicable. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
- 3. Modify Exhibit A, Revisions to Standard Agreement Provisions, by adding Section 1.3, to read:
 - 1.3. Paragraph 10, Data/Access/Confidentiality/Preservation, is amended by adding the following subparagraphs as follows:
 - 10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services' Information Security Requirements Exhibit.
 - 10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
 - Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
 - Is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.

RFA-2022-DLTSS-08-FAMIL-01-A01 New Hampshire Coalition for Citizens with Disabilities Inc.

d/b/a Parent Information Center

Contractor Initials

10.6

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Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.7 This covenant in Paragraph 10 shall survive the termination of this Contract.

- 4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to add requirements for the Watch Me Grow and Early Childhood Comprehensive System, which is attached hereto and incorporated by reference herein.
- 5. Modify Exhibit C; Payment Terms, Section 1, to read:
 - 1. This Agreement is funded by:
 - 1.1. 13% Federal Funds from the Title V Maternal Child Health Block Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, CFDA 93.994, FAIN B0440148.
 - 1.2. 4% Federal Funds from the Children and Families Social Services Block Grant, as awarded on March 21, 2021, by the U.S. Department of Health and Human Services, Administration for Children and Families, CFDA 93.667, FAIN 2101NHSOSR.
 - 1.3. 7% Federal Funds from the COVID-19 Disparity Grant, as awarded on June 1, 2021, from the U.S. Department of Health and Human Services, Centers for Disease Control (CDC) and Prevention, CFDA# 93.391, FAIN#NH75OT000031.
 - 22% Federal Funds from the Child Care Development Block Grant, as awarded on July 14, 2021, by the U.S. Department of Health and Human Services, Administration for Children and Families, CFDA 93.575, FAIN2101NHCCDF.
 - 1.5. 15% Federal Funds from the Child Care Development Block Grant, as awarded on April 14, 2021, by the U.S. Department of Health and Human Services, Administration for Children and Families, CFDA 93.575, FAIN2106NHCDC6.
 - 1.6. 39% General Funds.
- 6. Exhibit C, Payment Terms, Section 3, to read:
 - 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 Exhibit C-1 Budget through Exhibit C-2 – Amendment #1 Budget:
 - Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
- Modify Exhibit C-2 Budget by replacing in its entirety with Exhibit C-2 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

d/b/a Parent Information Center

RFA-2022-DLTSS-06-FAMIL-01-A01 New Hampshire Coalition for Citizens with Disabilities Inc.

Contractor Initials _____ Date 1/26/2022

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Page 2 of 4

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All terms and conditions of the Contract 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

1/26/2022

1/26/2022

Date

Date

Unitine Santaniello BORDEFFECEDARY. Name: Christine Santaniello

Title: Associate Commissioner

New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center

Michelle Lewis

Name: Michelle Lewis

Title: Executive Director

RFA-2022-DLTSS-06-FAMIL-01-A01

New Hampshire Coalition for Citizens with Disabilities Inc.

d/b/a Parent Information Center

Page 3 of 4

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

OFFICE OF THE ATTORNEY GENERAL

1/27/2022

Date .

Date

Guanno 74871

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)

Name:

Title:

OFFICE OF THE SECRETARY OF STATE

RFA-2022-DLTSS-06-FAMIL-01-A01 New Hampshire Coalition for Citizens with Disabilities Inc.

d/b/a Parent Information Center

New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide the following services in this agreement:

Family to Family Health Information Center services for children and 1.1.1. youth, from birth to 21 years of age, with or at risk for special health care needs (CSHCN) and their families who are:

> 1.1.1.1. Economically disadvantaged;

1.1.1.2. Do not have health insurance;

- Are transitioning from early intervention into the school 1.1.1.3. system (3 years of age);
- 1.1.1.4. Are medically fragile or have complex medical needs; or
- Are transitioning from pediatric services to adult services 1.1.1:5. (teen/young adult).
- Partners in Health Training services for individuals who provide family 1.1.2. support services to CSHCN and their families.

Birth through 8 (B-8) Early Child Care Education (ECCE) Advisory 1.1.3: Team Coordination to ensure family leadership and family voice is central to the State's early childhood system.

- 1.1.4. Watch Me Grow system coordination activities in collaboration with the Department, Steering Committee members and other stakeholders in order to increase early childhood developmental screening.
- Early Childhood Comprehensive Systems (ECCS) B-8 ECCE Advisory 1.1.5. (hereinafter referred to as 'B-8 Advisory') support of Family Leadership and Family Voice in Maternal and Child Health Title V pregnancy to age three programs.
- The Contractor shall ensure services are available statewide. 1.2.
- The Contractor shall co-locate with the Department to ensure both the 1.3. Department and the Contractor have access to all materials and resources available relative to children with special health care needs and their families. The Contractor shall have access to photocopiers and office workstations and/or furniture for up to six (6) individuals. The Contractor shall:
 - Utilize the Department's toll-free 800 telephone number to provide 1.3.1. assistance to families who call the Family-to-Family Health Information Center and to conduct follow-up telephone calls to families to assess their satisfaction with their experiences.
 - Provide all computer equipment necessary to conduct services in this 1.3.2. agreement. MI,

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2. Family-To-Family Health Information Center

- 2.1. The Contractor shall maintain a statewide Family-To-Family Health Information Center.
- 2.2. The Contractor shall ensure Title V programs and efforts for CSHCN are familycentered and include, but are not limited to:
 - 2.2.1. Offering constructive feedback regarding families' experiences with the Department's health care service delivery system and recommendations for improvement.
 - 2.2.2. Establishing and maintaining regular contact with other parent advisory and support groups.
 - 2.2.3. Identifying gaps in data needs and creating solutions for strengthening family feedback.
 - 2.2.4. Convening a minimum of one (1) forum of diverse family participants, annually, to collect annotative feedback of their experiences with the Department.
 - 2.2.5. Conducting an annual satisfaction survey that includes key questions to ascertain families' experiences and the impact of the service delivery systems.
 - 2.2.6. Maintaining participation in the Council for Youth with Chronic Conditions.
 - 2.2.7. Maintaining linkages with community support groups, which include, but are not limited to parent groups and hospital or practice-based groups.
- 2.3. The Contractor shall participate in meetings with State agencies, local service organizations, and other professional organizations, as agreed upon with the Department, in order to:
 - 2.3.1. Ensure that CSHCN and their unique needs are adequately represented in system design, planning and service delivery across the system of care in New Hampshire;
 - 2.3.2. Provide information about the needs and strengths of families of CSHCN:
 - 2.3.3. Identify how the current configuration of the service system impacts families;
 - 2.3.4. Facilitate the coordination of services;
 - 2.3.5. Improve the quality of services and effecting system change; and
 - 2.3.6. Ensure family leadership and voice in ECCS initiatives.

2.4. The Contractor shall collect qualitative information about families' needs and RFA-2022-DLTSS-06-FAMIL-01 New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center Contractor Initials

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	b. 1	
	1	strengths through outreach to families of children and youth with the widest range of disabilities and special health care needs.
	2.5.	The Contractor shall ensure outreach to families of children with deafness and/or blindness through appropriate organizations and agencies.
	2.6.	The Contractor shall provide outreach to families receiving early intervention services and/or who have children ages 0 to 3 years.
10 10	2.7.	The Contractor shall ensure representation of families of children impacted by genetic and newborn screening services.
201	2.8.	The Contractor shall provide support to youth and families transitioning from pediatric healthcare to the adult healthcare system.
98	2.9.	The Contractor shall provide technical assistance to Department staff regarding consumer, family and/or young adult issues.
	2.10.	The Contractor shall participate in the review and development of Department policies, procedures and proposed changes in services to ensure maintenance of consumer participation in decision-making.
£	2.11.	The Contractor shall assist in the evaluation of Department programs and activities, and with recruiting additional parents to participate in the evaluation of Department programs and activities, including the Title V Maternal and Child Health Block Grant and the Title V Needs Assessment process.
*	2.12.	The Contractor shall complete one (1) activity annually that engages parents of CSHCN in order to identify both unmet and/or emerging needs and input relative to the Title V Block Grant.
30. 113	· 2.13.	The Contractor shall facilitate the involvement of youth who are 14 to 21 years of age with special health care needs to improve health care transition supports and resources.
2	2.14.	The Contractor shall assist newly established chronic illness support groups in their organizational development by offering technical assistance and administrative support as a strategy to ensure needs of families are communicated to the Department.
	2.15. ,	The Contractor shall assist the Department with developing, implementing, and revising quality assurance activities and standards of care.
	2.16.	The Contractor shall assume primary responsibility for information and educational materials and offerings regarding state, local and national resources of interest to families with CSHCN, including information on how to access the resources. The Contractor shall conduct activities, which include but are not limited to:
8 8 8		2.16.1. Working collaboratively with community parent organizations to enhance training of the supportive parent model.
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- 2.16.2. Maintaining a database of parents who have completed training who can be matched with newly diagnosed families.
- 2.16.3. Maintaining a database that contains and tracks diagnosis and age of children in order to match to a specific condition that has been requested.
- 2.16.4. Developing family support mechanisms.
- 2.16.5. Collecting data from parents who request parent-to-parent support and related issues.
- 2.16.6. Providing emotional support to families raising children with special health care needs.
- 2.16.7. Offering educational presentations to support groups, family organizations, and healthcare professionals, in relation to all resources and services available statewide and nationally.
- 2.16.8. Managing, updating and enhancing a Parent Lending Library including CDC Learn the Signs Act Early materials and making recommendations for purchases.
- 2.16.9. Compiling, developing, revising and distributing health resource directories.
- 2.16.10. Producing a quarterly parent newsletter.
- 2.16.11. Facilitating educational and social events, in collaboration with the Department, which may include but are not limited to support groups, workshops, seminars and conferences that:
 - 2.16.11.1. Are designed for parent, youth, and professionals
 - 2.16.11.2. Reflect current issues, changes in access to care and best practices.

2.16.12. Supporting and assisting families with navigating and accessing state services and support including, but not limited to:

- 2.16.12.1. Family-Centered Early Supports and Services (FCESS).
- 2.16.12.2. Health Families America (HFA) services.
- 2.16.12.3. Women, Infants and Children (WIC) services.
- 2.16.12.4. Supplemental Nutrition Assistance Program (SNAP).
- 2.16.12.5. Medicaid enrollment.

2.16.12.6. Special Medical Services (SMS).

2.16.12.7. Partners in Health

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- Area Agency services for individuals with developmental 2.16.12.8. disabilities /
- Maintaining social media presence including but not 2.16.12.9. limited to a website.

2.16.12.9.1. The Contractor shall agree that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or Confidential data, the Vendor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the and Department Department's NH of Information Technology's website and social media requirements and policies.

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

2.17. The Contractor shall establish and maintain program personnel policies and procedures that include, but are not limited to:

2.17.1. Selecting and dismissing staff, volunteers and others.

2.17.2. Supervising and evaluating staff.

2.17.3. Delivering and coordinating services across the system of services for CSHCN and their families.

2.17.4. Supporting students and/or interns interested in working with CSHCN.

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2.17.5. Veri	fying stat lifications.	f, volunteer	and	student	trainee	and/or	intern

2.18. The Contractor shall ensure the program and personnel policies and procedures are accessible and available to all staff and the Department.

2.19. The Contractor shall collect and record all data unique to the Family-to-Family Health Information Center using a data system that complies with state and federal laws related to privacy and security. The Contractor shall collect data that includes, but is not limited to:

- 2.19.1. All six (6) performance measures and outcomes of the Maternal and Child Health Bureau which include:
 - 2.19.1.1. CSHCN and their families partner in decision-making at all levels:
 - 2.19.1.2. CSHCN receive coordinated, ongoing, comprehensive care within a medical home;
 - 2.19.1.3. All children be screened early and continuously for special healthcare needs;
 - 2.19.1.4. Families of CSHCN have access to adequate, private and/or public insurance and financing to pay for services they need;
 - 2.19.1.5. Community-based service systems are organized so families can use them easily; and
 - 2.19.1.6. CSHCN receive the services necessary to make a transition to all aspects of adult life, including health care, work and independence.
- 2.19.2. New Hampshire specific issues related to public and private health care financing systems, community services and family and/or youth needs.
- 2.20. The Contractor shall convene bi-monthly staff meetings that include, but are not limited to:
 - 2.20.1. A review of all objectives to ensure they are being met.
 - 2.20.2. A review of all work plans.
 - 2.20.3. A review of past and current scheduled activities.

3. Partners in Health (PIH) Training

- 3.1. The Contractor shall identify one (1) individual as the point of contact for PIH Training activities.
- 3.2. The Contractor shall develop and implement a training plan, in consultation with PIH staff and the Department, that includes, but is not limited to:

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3.2.1. Facilitating a minimum of ten (10) statewide training opportunities to Partners in Health Family Support Coordinators that include:

- 3.2.1.1. A minimum of seven (7) training opportunities delivered in person, or in a manner otherwise approved by the Department in writing, including but not limited to Zoom;
- 3.2.1.2. Certificates of completion for each participant in attendance.
- 3.2.1.3. The ability for participants to evaluate trainings at the completion of each training.
- 3.2.2. Providing an attendance list that identifies the names of all participants to the Department for each training.
- 3.2.3. Ensuring training topics include, but are not limited to:
 - 3.2.3.1. Standards of Quality for Family Strengthening and Support Certification training for new Partners in Health Family Support Coordinators and Lead Agency supervisors, hosted by Family Support New Hampshire.
 - 3.2.3.2. Motivational Interviewing.
 - 3.2.3.3. Other trainings, as approved by the Department.
- 3.3. The Contractor shall sponsor a minimum of eight (8) Partners in Health Family Support Coordinators to attend conferences ensuring:
 - 3.3.1. Five (5) Partners in Health Family Support Coordinators attend in-state conferences, ensuring sponsorship includes:
 - 3.3.1.1. Conference registration;
 - 3.3.1.2. Vendor table registration, if applicable; and
 - 3.3:1.3. Mileage reimbursement at the current federal rate.
 - 3.3.2. Three (3) Partners in Health Family Support Coordinators attend the annual Family Support Conference, ensuring sponsorship includes:
 - 3.3.2.1. Hotel expenses;
 - 3.3.2.2. Registration; and
 - 3.3.2.3. Travel to and from the Family Support Conference.
- 4. Birth through 8 (B-8) Early Child Care Education (ECCE) Advisors Team Coordination
 - 4.1. The Contractor shall provide a representative, who will be the Coordinator, to the B-8 ECCE Advisory Team to provide administrative support that includes:
 - 4.1.1. Convening B-8 ECCE Advisory Team meetings;

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9. Q		2	
2	50 BS	4.1.2.	Co-leading the B-8 ECCE Advisory Team in partnership with the Chair who is identified by the B-8 ECCE Advisory Team;
51 10751		4.1.3.	Organizing and publicizing B-8 ECCE Advisory Team meetings in a manner that supports maximum meeting participation;
0. B	8) (1	4.1.4.	Providing the B-8 ECCE Advisory Team members with information to access Team meetings remotely;
51	8	4.1.5.	Recording B-8 ECCE Advisory Team meeting notes;
	·	4.1.6.	Presenting B-8 ECCE Advisory Team meeting materials; and
		4.1.7.	Conducting other duties, as defined by the Charter.
9	4.2.		ontractor shall ensure the Coordinator co-leads the B-8 ECCE Advisory which includes:
12 PR		4.2.1.	Ensuring families and communities have culturally responsive and equitable opportunities in which to contribute their lived experiences relative to the evolution of systems and services that will directly affect their lives;
2. ⁴		4.2.2.	Promoting parent knowledge and choice through sustained family and community engagement, support, resources, and feedback;
8		4.2.3.	Utilizing the principles of Boundary Spanning Leadership; and
19	÷	4.2.4.	Promoting access to and builds commitment for quality early childhood programs and services.
	4.3.	The Co Team to	ontractor shall ensure the Coordinator assists the B-8 ECCE Advisory to develop, review, implement, and refine a charter that:
		4.3.1	Identifies the leadership and activities of the Team;
. *	•	4.3.2.	Requires membership to be at a minimum of 51% parents and/or caregivers of children ages birth through eight (8) years;
e		4.3.3.	Can advance to reflect the changing needs of communities and families; and
× *	B	4.3.4 .	Is reviewed by the B-8 ECCE Advisory Team on a quarterly basis and, with consensus of members and stakeholders, may be modified or adjusted as needed.
a	4.4.	The Co of the E not limi	ontractor shall ensure the Coordinator supports and facilitates the work B-8 ECCE Advisory Team to implement its Charter that includes, but is ited to:
34 10		4.4.1	Strengthening NH's early childhood infrastructure in all environments;
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2	6 (4 10 10	4.4.2.	caregiver	capacity s and educ al needs o	of families, cators, state f children;	profession wide, in or	nal and i der to mee	non-prof et the he	essional alth and
а ¹⁰	-	4.4.3.	structure communit	across s ties by c	ted and coo tate goverr conducting c planning;	nment tha	it is conr	nected 1	to local
	- 8 N	4.4.4.	governme	g of the in ent agenci quity, and	iteroperabilit es to inform quality;	y of data s n and mor	systems w nitor progr	ithin and am and	l across service
		4.4.5.	Promoting and comr	g parental munity eng	knowledge agement, su	and choice	e through burces and	sustaine feedbac	d family k;
2 [°]		4.4.6.	and educ support p	ation systemation systemation systematic systemate syst	e other grou ems includes ofessional co ensure the	s input from aregivers, (n local/regi educators,	onal foru and cor	ims that
91 92		4.4.7.	the span	of early	ensuring eq childhood ildren and th	supports, s	services,	ansition: and edu	s across icational
80 22		4.4.8.			developmen plan for ear				
	[•] 4.5.	membe	rs of the E	-8 ECCE	tate engage Advisory Tea strengthen t	am, the Co	ouncil for T	hriving (Children,
	4.6.	The Co Team ir		nail ensure	the Coordi	nator assis	sts the B-8	ECCE	Advisory
1	50	4.6.1.	increase	the ability t	eating partn o coordinate	services ir	n diverse g	eographi	ic areas;
ä		4.6.2.	communi	ng and fu ty partners , but not lin	rthering pai and early c nited to:	rtnerships hildhood c	with key are and ec	system lucation	of care partners
	s		4.6.2.1.	Afterscho	ol care prog	rams.	*		22
		· ·	4.6.2.2.	Business	es.		8		
8			4.6.2.3.	Child care	e providers.				<u> </u>
			4.6.2.4.	Child well	fare services	š.	3	10	
с. С. С.	362		4.6.2.5.	Developm	nental servic	es and sup	oports.		
	87		4.6.2.6.	Early inte	rvention prog	grams.		* s	C OS
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- 4.6.2.7. Family support services and programs.
- 4.6.2.8. WIC healthy foods/nutrition education
- 4.6.2.9. Funders.

4.6.2.10. Head Start.

- 4.6.2.11. Higher education.
- 4.6.2.12. Kindergarten through grade three (3) teachers.
- 4.6.2.13. Physical health and behavioral services.
- 4.6.2.14. Preschool special education teachers.
- 4.6.3. Fostering awareness of the importance of early childhood amongst the public and policy leaders;
- 4.6.4. Developing recommendations to increase the overall participation of children in existing child care and early childhood education programs, including outreach to underrepresented and special populations; and
- 4.6.5. Producing an annual report with details relative to the Team including, but not limited to:
 - 4.6.5.1. Outcomes of assessments, which may include Boundary Spanning Leadership assessments.
 - 4.6.5.2. Accomplishments from the prior year.
 - 4.6.5.3. Identification of community needs and gaps in services and supports.
 - 4.6.5.4. Priority setting based on Leadership, Investment, Voice, and Engagement goals.

5. Watch Me Grow (WMG) Coordination

- 5.1. The Contractor shall provide a representative, who is the Coordinator, to convene a minimum of ten (10) monthly WMG Steering Committee meetings per year and one (1) annual Stakeholder meeting, in coordination with BFCS staff. The Contractor shall ensure the Coordinator:
 - 5.1.1. Organizes and publicizes meetings in a manner that supports maximum meeting participation.
 - 5.1.2. Provides the Steering Committee members and Stakeholders with information on how to access meetings remotely and/or attend meetings in person.
 - 5.1.3. Records and distributes WMG Steering Committee meeting and Stakeholder meeting notes.

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- 5.1.4. Presents meeting materials to Steering Committee members and Stakeholders.
- 5.1.5. Monitors participation of WMG Steering Committee members and Stakeholders during their respective meetings.
- 5.1.6. Collects, analyzes, and reports on data collected in the monthly WMG Steering Committee meetings and the annual Stakeholder meeting in order to evaluate the effectiveness of the WMG system.
- 5.2. The Contractor shall review and evaluate information related to early childhood developmental screening gathered from a variety of sources including, but not limited to:
 - 5.2.1. Ages & Stages Questionnaire (ASQ) Online as utilized by Watch Me Grow partners.
 - 5.2.2. The Department's ASQ database.
 - 5.2.3. Family Centered Early Supports and Services.
 - 5.2.4. Special Medical Services (SMS) programs.
 - 5.2.5. Partners in Health (PIH).
 - 5.2.6. Nationally published data.
- 5.3. The Contractor shall make recommendations to the Department and the Watch Me Grow Steering Committee related to quality assurance and continuous guality improvement.
- 5.4. The Contractor shall provide early childhood developmental screening education and training to Watch Me Grow partners and other stakeholders. The Contractor shall ensure education and training includes, but is not limited to:
 - 5.4.1. Child development.
 - 5.4.2. Early childhood developmental screening and surveillance.
 - 5.4.3. Use of ASQ Online.
 - 5.4.4. Training early childhood providers on how to communicate with families regarding developmental screening.
 - 5.4.5. Educating families on the importance of developmental milestones and screenings and how to access screening and other resources.

6. Early Childhood Comprehensive Systems (ECCS) B-8 Advisory Support

6.1. The Contractor shall provide advisory support to ECCS programs that include but not limited to, Family Centered Early Supports and Services (FCESS), Women, Infant and Children's Nutrition program (WIC) and Healthy Families America (HFA) programs.

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1	⁻ 6.2.	The Contractor shall provide advisory support that strengthens maternal and early childhood health system and increases access to family-centered care for children prenatal to 3 years of age through care coordination and centralized intake and referral systems.								
	6.3.	The Contractor shall leverage their role as the B-8 Advisory to support the ECCS initiative, provide communication and advise on program delivery.								
	6.4.									
		6.4.1.	Families with children with special medical needs.							
	•	6.4.2.	Families in rural areas.							
÷		6.4.3.	Families of various racial and ethnic backgrounds.							
		6.4.4.	Early Childhood Families prenatal to age three (3).							
		6.4.5.	Families experiencing parental incarceration.							
	1	6.4.6.	Kinship Families.							
		6.4.7.	Families receiving services through Maternal and Child Health and ECCS identified programs.							
(20	6.5.	The Contractor shall review and utilize the Division of Public Health Equity Toolkit to develop meetings, focus groups and surveys that address health disparities and inequities.								
	6.6.	The Contractor shall offer up to three (3) regional trainings, in collaboration with the Department, on best practices relative to increasing family engagement, statewide, in order to increase and ensure family leadership capacity across early childhood systems and organizations.								
	6.7. ®	The Contractor shall conduct focus groups, of which both survey and outcomes will be shared with the Department, consisting of underserved rural, racial and ethnic populations to understand the impact of COVID-19 and the current needs of families. The Contractor shall:								
	0	6.7.1:	Gather family input as it relates to closed loop referral systems including areas of concern and recommendations relative to communication tips that can support centralized referral and intake implementation and care coordination for successful family engagement.							
5. 127	•	6.7.2.	Make recommendations for marketing and communication to families about access to needed services, health care access and immunization and/or vaccination and referral follow through with the identified ECCS programs.							

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6.7.3. Identify services, programs and/or resources that were most helpful and utilized during the COVID-19 pandemic, as well as needs that were not met, which may include, but are not limited to:

- 6.7.3.1. Economic.
- 6.7.3.2. Food.
- 6.7.3.3. Referrals to substance use.
- 6.7.3.4. Referrals to mental health supports.
- 6.7.3.5. Health care.
- 6.7.3.6. Social connections.
- 6.7.4. Identify barriers to accessing supports including but not limited to transportation, technology, accessing emergency supplies, including but not limited to:
 - 6.7.4.1. Personal Protective Equipment (PPE).
 - 6.7.4.2. Diapers.
 - 6.7.4.3. Food.

6.7.5. Identify concerns about COVID-19 and immunization and/or vaccination for early childhood families including but not limited to potential barriers to access.

- 6.8. The Contractor shall provide input on the needs and gap analysis conducted as part of the ECCS initiative and make recommendations for improvements and systems building activities.
- 6.9. The Contractor shall work with the Department to create a survey that gathers family input on adverse childhood experiences.
- 7. Staffing
 - 7.1. The Contractor shall provide staff who have personal experience as a caregiver for CSHCN.
 - 7.2. The Contractor shall notify the Department in writing in the event a position becomes vacant and include the plan to ensure uninterrupted services.
 - 7.3. The Contractor shall notify the Department in writing, at least 1 week prior to a new employee's start date, ensuring the notification includes:
 - 7.3.1. The full name with the middle initial of the employee and the official start date.
 - 7.3.2. The work telephone number and email address of the new employee.
 - 7.3.3. The employee's resume.

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- 7.3.4. The Contractor must recruit for and maintain a workforce that is culturally, linguistically, racially, and ethnically diverse.
- 7.4. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:
 - 7.4.1. Obtain at least two (2) references for the person.
 - 7.4.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49.
 - 7.4.3. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) state registry maintained pursuant to RSA 170-G:8-c.
 - 7.4.4. Complete a criminal records check to ensure that the person has no history of:
 - 7.4.4.1. Felony conviction; or
 - 7.4.4.2. Any misdemeanor conviction involving:

7.4.4.2.1. Physical or sexual assault;

- 7.4.4.2.2. Violence:
- 7.4.4.2.3. Exploitation;
- 7.4.4.2.4. Child pornography;
- 7.4.4.2.5. Threatening or reckless conduct;
- 7.4.4.2.6. Theft:

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

7.4.4.2.8. Any other conduct that represents evidence of behavior that could endanger the wellbeing of a consumer.

7.5. The Contractor shall provide the Department with an attestation within 15 days of the Effective Date of Amendment #1 that all Contractor workforce associated with fulfilling the obligations of this Agreement are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in services associated with this Agreement.

7.6. The Contractor shall establish and maintain program personnel policies and procedures that include, but are not limited to:

7.6.1. Selecting and dismissing staff, volunteers and others.

7.6.2. Delivering or coordinating services under the provider's direction. RFA-2022-DLTSS-06-FAMIL-01 New Hampshire Coalition for Cilizens with Disabilities Inc. d/b/a Parent Information Center Contractor Initials

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- 7.6.3. Supporting students/interns interested in working with CSHCN.
- 7.6.4. Verifying staff, volunteer and student trainee/intern qualifications.
- 7.6.5. Descriptions of how they are accessible and available to all agency staff and BFCS.

8. Exhibits Incorporated

- 8.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

- 9.1. The Contractor shall submit annual reports, in the format designated by the Department, which include, but are not limited to:
 - 9.1.1. Outreach and encounter statistics.
 - 9.1.2. Quality assurance activities.
 - 9.1.3. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 9.1.4. Overall progress toward program goals and supporting statistical information.
 - 9.1.5. Program effectiveness.
 - 9.1.6. Future plans and goals.
 - 9.1.7. Additional information as requested by the Department at any time during the contract period.
- 9.2. The Contractor shall submit supporting documentation related to the outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant annually, no later than May 15th of each year.
- 9.3. The Contractor shall submit a report on the focus groups and surveys completed in a format designated by the Department.

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10.Performance Measures

- 10.1. The Contractor shall ensure 85% of respondents to the annual survey indicate their ability to manage their child's health condition at home improved as a result of education/guidance provided by the Family-to-Family Health Information Center.
 - 10.2. The Contractor shall ensure 85% of training participants who respond to post training evaluations rate training as excellent or very good.
 - 10.3. The Contractor shall increase the number of individuals from WMG Partner organizations, who are trained in the use of the Ages and Stages Questionnaire and the ASQ Online Management System from a baseline of 29 to 60.
- .10.4. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.
- 10.5. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.
- 10.6. The Contractor shall increase the number of diverse family leaders and partnerships engaged in ECCS programs and leverage that diverse expertise to provide program input and recommendations to improve early childhood systems so they address health disparities and inequities and COVID-19 impact either through meetings, surveys and or focus groups. This shall be reported as follows:
 - 10.6.1. Total partnerships: Count of all new, existing, and expanded partnerships mobilized to address COVID-19 health disparities and inequities. This number will serve as the denominator in the proportion.
 - 10.6.2. New partnerships mobilized: Count of new partnerships mobilized to address COVID-19 health disparities and inequities. New partnerships include any organization that the recipient has not worked with in the past in funded or unfunded capacities. This number will serve as the numerator of the proportion for new partnerships mobilized.
 - 10.6.3. Existing partnerships mobilized: Count of existing partnerships mobilized to address COVID-19 health disparities and inequities. Existing partnerships include organizations that recipients are currently working with or have worked with previously to address COVID-19 health disparities and inequities. This number will serve as the numerator of the proportion for existing partnerships mobilized.

10.6.4. Expanded partnerships mobilized: Count of expanded partnerships mobilized to address COVID-19 health disparities and inequities M.

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Expanded partnerships include those that recipients are currently working with or have worked with previously and will enhance through increased membership, mission, or funding. This number will serve as the numerator of the proportion for expanded partnerships mobilized.

- 10.7. The Contractor shall provide a count of improvements to infrastructure across partners or agency organizations including :
 - 10.7.1. Number of family engagement trainings.
 - 10.7.2. Number of convened multi sector groups, focus groups or advisory groups

11. Completion of Services

- 11.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service or contract has terminated, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 11.2. Once all parties agree the data has been migrated, the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit, including certificate of data destruction.

12. Disagreement over Services Results

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

13. Contract End-of-Life Transition Services

13.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The

Department shall provide the DTP template to the Contractor. RFA-2022-DLTSS-06-FAMIL-01 New Hampshire Coalition for Citizens with Disabilities

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- 13.2. The Contractor shall use reasonable efforts to assist the Recipient, inconnection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of from the hardware, software. network and Service such anv telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 13.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 13.4. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 13.5. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 13.6. In the event where the contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

14. State Owned Devices, Systems and Network Usage

- 14.1. If the Contractor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, iPad, cell phone) in the fulfilment of this Agreement they shall:
 - 14.1.2. Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;
 - 14.1.3. Use the information solely for conducting official Department business;
 - 14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

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14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the state can be used by the contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office:

14.1.6. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Contractor understands and agrees that use of email shall follow Department and DOIT standard policies. When utilizing the Department's email system the Contractor shall:

14.1.6.1. Include in the signature lines information identifying the contractor as a non-state employee; and

14.1.6.2. Contain the following embedded confidentiality notice:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- 14.2. The State internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State's internet be used for personal use or used by the Contractor without written approval by the Department's Information Security Office.
- 14.3. All members of the Contractor's or its subcontractor's workforce, with a workspace in a Department building/facility, shall sign the Department's Business Use and Confidentiality Agreement upon execution of the agreement and annually until contract end.

15. Additional Terms

15.1. Impacts Resulting from Court Orders or Legislative Changes

15.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service prigrities

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and expenditure requirements under this Agreement so as to achieve compliance therewith.

- 15.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 15.2.1. The Contractor shall submit, within ten (10) business days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

15.3. Credits and Copyright Ownership

- 15.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 15.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 15.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 15.3.3.1. Brochures.
 - 15.3.3.2. Resource directories.
 - 15.3.3.3. Protocols or guidelines.
 - 15.3.3.4. Posters.
 - 15.3.3.5. *Reports.
- 15.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

15.4. Operation of Facilities: Compliance with Laws and Regulations

15.4.1. 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^{ps}

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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 Agreement 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.Records

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

- 16.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 16.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

16.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement.

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and/or survive the termination of the Agreement) 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.

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Exhibit C-1 Budget - Amendment Pi

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NL Date 1/27/2022

New Hampathin Coalcion for Oktoons with Dissolities, Inc. chthe Parwellerformation Certiser RFA-2022-DC, 155-COF-FAall-01 Earthall C-1 Badget - Amendment #1 Page 1 of 1

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Datality Service ID: COMMENCIAL-ENALSI-ANDERSEATE

Exhibit C-1 Budget - Amendment #1

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New Hampshire Contrient or Citizens with Disabilities, Inc. drole Parent Information Carster RFA-2022-DL135-COS-FAULU-01 Enhible C1 Badget - Amendment #1 Page 1 of 1

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Exhibit C-1 Budget - Amendment #1

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New Hampshire Coalition for Catterns with Disabilities, Inc. disha Parent Information Center RFA-2022-01/TSS-00-FAMIL-01 Éxhibit C-1 Budget - Amendment #1 Page 1 of 1 1.0

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Exhibit C-1 Budget - Amendment #1

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	t for: Family-to-F	-				X.8	бI			
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New Hampothre Coalision for Others with Disabilities, Inc. offor Parent Information Carter RFA-2022-DU, TSS-06-FAMIL-01 Earbh C-1 Budget - Amendment #1 Page 1 of 1 .

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Exhibit C-2 Budget - Amendment #1

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New Hampshire Coalizion for Citizens with Disabilities, Inc. drbta Parent Information Center RFA-2022-DLTSS-005-FAMIL-01 Exhibit C-2 Budget - Amendment #1 Page 1 of 1

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New Hampshire Costision for Citizens with Disabilities, Inc. dible Paraes Information Center RFA-2022-015 ISS-05-FAMIL-01 Enhibl C-2 Budget – Amendment 81 Page 1 of 1

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Lorl A. Shibinette Commissioner

Deborah D. Scheetz Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301 603-271-5034 1-800-852-3345 Ext. 5034 Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 25, 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 Long Term Supports and Services, to award a contract with New Hampshire Coalition for Citizens with Disabilities Inc, d/b/a/ Parent Information Center (VC#177245), Concord, New Hampshire in the amount of \$540,000 for Family-To-Family services for parents of children with and without special health care needs (CSHCN) to support families and caregivers, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval for the period July 1, 2021 through June 30, 2023. 50% Federal Funds. 50% General Funds.

Funds are anticipated to be available in the following accounts for 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.

05-95-93-930010-51910000 DEPT HEALTH AND HUMAN SVCS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

ſ	State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
	2022	074-500585	Grants for Pub Asst and Relief	93001000	\$180,000
	2023	074-500585	Grants for Pub Asst and Relief	93001000	\$180,000
-				Subtotal	\$360,000

05-95-93-930010-78580000, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, SOCIAL SERVICES BLOCK GRANT DD

State Fiscal Year 2022		Class / Account	Class Title	Job Number	Total Amount	
		074-500585	Grants for Pub Asst and Relief	93017858	\$15,000	

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

2023	074-500585	Grants for Pub Asst and Relief	93017858	\$15,000
		35 0.25	Subtotal	\$30,000

05-95-42-421110-29780000 DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES DIV, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Class / Fiscal Year Account				Total Amount
- 2022	102-500731	Contracts for Prog Svc	42117708	\$75,000
2023	102-500731	Contracts for Prog Svc	42117708	\$75,000
		1	Subtotal	\$150,000
	320		Total	\$540,000

EXPLANATION.

The purpose of this request is if for the provision of Family-To-Family services operated by and for parents of children with and without special health care needs to support families and caregivers by acting as a clearinghouse of information, education and resources to enhance family knowledge and the ability to better manage the impact of their child's special health needs. Family-To-Family Services include the Family to Family health information center, Partners in Health Training services and Birth through 8 Early Childhood Care & Education Advisory Team Coordination.

Children with special healthcare needs is defined under New Hampshire Revised Statues Annotated 132:13, II, as children "who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health related services of a type of amount beyond that required by children generally." This includes children and youth ages birth to age twenty-one (21) with health conditions who have a biologic, psychological, and/or cognitive basis; have lasted or are virtually certain to last for at least one year; result in limited function, activities or social roles in comparison with health age peers in general areas of physical, cognitive, emotional and social growth and development; and have a need for medical care and related services, physiological services, or education services over and above the usual care for the child's age.

The Contractor will maintain a statewide Family-To-Family Health Information Center, ensuring all Title V programs are family-centered. The Contractor will coordinate with State agencies and local service organizations to ensure children with special healthcare needs are adequately represented in system design, planning and service delivery across the system of care in New Hampshire. The Contractor will also coordinate with the Department in the review and development of Departmental policies, procedures and proposed changes in services to ensure participation in decision-making.

The Contractor will facilitate a series of statewide training opportunities for Partners in Health Family Support Coordinators in addition to sponsoring attendance at conferences.

The Contractor will co-lead the Birth through 8 Early Childhood Care & Education Advisory Team with developing, reviewing, implementing, and refining a charter that identified leadership

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

and activities of the Team that; requires membership to be a minimum of 51 percent (51%) parents and/or caregivers of children ages birth through eight (8) years; and is capable of advancing to reflect the changing needs of communities and families.

The Department will monitor contracted services by collecting key data and metrics, which includes client-level demographic, performance, and service data.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/18/2021 through 3/29/2021. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, children with special health care needs in New Hampshire and their families may not have access to a primary resource center for health information and family to family connection.

Area served: Statewide

Source of Funds: CFDA #93.994 FAIN #B04MC29353, CFDA #93.667 FAIN 2001NHSOSR, and CFDA #93.575 FAIN 2101NHCCDF

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

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

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

Subject:_Family-to-Family Services (RFA-2022-DLTSS-06-FAMIL-01)

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

AGREEMENT

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

GENERAL PROVISIONS

IDENTIFICATION.	15			
.1 State Agency Name	M	1.2 State Agency Address		
New Hampshire Department of	Health and Human Services	129 Pleasant Street Concord, NH 03301-3857		
1.3 Contractor Name	- 5:	1.4 Contractor Address	20 T	
			(F	
New Hampshire Coalition	for Citizens with	54 Old Suncook Rd,	8	
Disabilities Inc. d/b/a Pare	nt Information Center	Concord, NH 03301		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	8	5 - 81		
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.9 Contracting Officer for Sta	ate Agency	1.10 State Agency Telephone N	umber	
1.		((0)) 071 0(21		
Nathan D. White, Director	ಷ್ಟ ತಿ ಜ್ಞೆ	(603) 271-9631		
1.11 Contractor Signature		1.12 Name and Title of Contra	ctor Signatory	
- DocuSigned by:		Michelle Lewis		
Michelle Lewis	Date:6/2/2021	Executive Director	•	
1.13 State Agency Signature	<u>88</u>	1.14 Name and Title of State A		
DocuSigned by:	0	Deborah D. Scheetz		
Orbornah D. Schetta	Date:6/2/2021	Director Division	of Long Term Supports an	
1.15 Approvine N.H. De	partment of Administration, Divis	ion of Personnel (if applicable)		
By:	52 - 22	Director, On:	10 E	
1.16 Approval by the Attorne	y General (Form, Substance and E	xecution) (if applicable)		
-DocuSigned by:				
By: Chings	•	On: 6/3/2021	a ¹⁸ 8	
1.17 Approval by the Govern	or and Executive Council (if appli	cable)	25	
G&C Item number:		G&C Meeting Date:		
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	r age		Contractor Initials	
			Date 6/2/202	
			Date	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

7. PERSONNEL

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

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

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

Page 3 of 5

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 hercunder; and/or

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the

date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Page 4 of 5

Contractor Initials

itials _______ Date _______

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date

6/2/2021

Page 5 of 5

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT A

Revisions to Standard Agreement Provisions

- 1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

RFA-2022-DLTSS-06-FAMIL-01

New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center

Page 1 of 1

Contractor Initial: Date

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the following services in this agreement: .
 - 1.1.1. Family to Family Health Information Center services for children and youth, from birth to 21 years of age, with or at risk for special health care needs (CSHCN) and their families who are:
 - 1.1.1.1. Economically disadvantaged;
 - 1.1.1.2. Do not have health insurance;
 - 1.1.1.3. Are transitioning from early intervention into the school system (3 years of age);
 - 1.1.1.4. Are medically fragile or have complex medical needs; or
 - 1.1.1.5. Are transitioning from pediatric services to adult services (teen/young adult).
 - 1.1.2. Partners in Health Training services for individuals who provide family support services to CSHCN and their families.
 - 1.1.3. Birth through 8 (B-8) Early Child Care Education (ECCE) Advisory Team Coordination to ensure family leadership and family voice is central to system development for early childhood care and education.
- 1.2. The Contractor shall ensure services are available statewide.

2. Family-To-Family Health Information Center

- 2.1. The Contractor shall maintain a statewide Family-To-Family Health Information Center.
- 2.2. The Contractor shall ensure Title V programs and efforts for CSHCN are familycentered which includes, but is not limited to:
 - 2.2.1. Offering constructive feedback regarding families' experiences with the Department's health care service delivery system and recommendations for improvement.
 - 2.2.2. Establishing and maintaining regular contact with other parent advisory and support groups.
 - 2.2.3. Identifying gaps in data needs and creating solutions for strengthening family feedback.
 - 2.2.4. Convening a minimum of one (1) forum of diverse family participants, annually, to collect annotative feedback of their experiences with the Department.

RFA-2022-DLTSS-06-FAMIL-01

New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center Contractor Initials 6/2/2021 Date

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

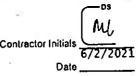
- 2.2.5. Conducting an annual satisfaction survey that includes key questions to ascertain families' experiences and the impact of the service ' delivery systems.
- 2.2.6. Maintaining participation in the Council for Youth with Chronic Conditions.
- 2.2.7. Maintaining linkages with community support groups which include, but are not limited to parent groups and hospital or practice-based groups.
- 2.3. The Contractor shall participate in meetings with State agencies, local service organizations, and other professional organizations, as agreed upon with the Department. The goals of participating in these meetings include, but are not limited to:
 - 2.3.1. Ensuring that CSHCN and their unique needs are adequately represented in system design, planning and service delivery across the system of care in New Hampshire.
 - 2.3.2. Providing information about the needs and strengths of families of CSHCN.
 - 2.3.3. Identifying how the current configuration of the service system impacts families.
 - 2.3.4. Facilitating the coordination of services.
 - 2.3.5. Improving the quality of services and effecting system change.
- 2.4. The Contractor shall ensure qualitative information about families' needs and strengths is collected through outreach to families of children and youth with the widest range of disabilities and special health care needs.
- 2.5. The Contractor shall ensure outreach to families of children with deafness and/or blindness through appropriate organizations and agencies.
- 2.6. The Contractor shall ensure outreach is provided to families receiving early intervention services and/or who have children ages 0 to 3 years.
- 2.7. The Contractor shall ensure representation of families of children impacted by genetic and newborn screening services.
- 2.8. The Contractor shall provide support to youth and families transitioning from pediatric healthcare to the adult healthcare system.
- 2.9. The Contractor shall provide technical assistance to Department staff regarding consumer, family and/or young adult issues.

2.10. The Contractor shall participate in the review and development of Department policies, procedures and proposed changes in services to ensure maintenance of consumer participation in decision-making.

RFA-2022-DLTSS-06-FAMIL-01

New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center

Page 2 of 14



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New Hampshire Department of Health and Human Services Family-to-Family Services

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2.11. The Contractor shall assist in the evaluation of Department programs and activities, and with recruiting additional parents to participate, including the Title V Maternal and Child Health Block Grant and the Title V Needs Assessment process. 2.12. The Contractor shall complete a minimum of one (1) annual activity to engage parents of CSHCN for the purpose of obtaining input on the Title V Block Grant and to identify both unmet and/or emerging needs. 2.13. The Contractor shall facilitate the involvement of youth, ages 14 to 21 years of age with special health care needs to improve health care transition supports and resources. 2.14. The Contractor shall assist newly established chronic illness support groups in their organizational development by offering technical assistance and administrative support as a strategy to ensure needs of families are communicated to the Department. 2.15. The Contractor shall assist the Department with developing, implementing, and revising quality assurance activities and standards of care. 2.16. The Contractor shall co-locate with the Department or Department designee to ensure both the Department and the Contractor have access to all materials and resources available relative to children with special health care needs and their families. The Department will provide access to photocopiers and office workstations and/or furniture for up to six (6) individuals. The Contractor shall: 2.16.1. Utilize the Department's toll-free 800 telephone number to provide assistance to families who call the Family-to-Family Health Information Center and to conduct follow-up telephone calls to families to assess. their satisfaction with their experience. 2.16.2. Provide all computer equipment necessary to perform the services in this agreement. 2.17. The Contractor shall assume primary responsibility for information and educational materials and offerings regarding state, local and national resources of interest to families with CSHCN, including information on how to access the resources. The Contractor shall perform the following activities, which include but, not are not limited to: 2.17.1. Working collaboratively with community parent organizations to enhance training of the supportive parent model. 2.17.2. Maintaining a database of parents who have completed training who can be matched with newly diagnosed families. 2.17.3. Maintaining a database that contains and tracks diagnosis and age of children in order to match to a specific condition that has been requested. DS New Hampshire Coalition for Citizens with Disabilities RFA-2022-DLTSS-06-FAMIL-01 Contractor Initials Inc. d/b/a Parent Information Center Page 3 of 14 Date B-1.0

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

- 2.17.4. Developing family support mechanisms.
- 2.17.5. Collecting data from parents who request parent-to-parent support and related issues.
- 2.17.6. Providing emotional support to families raising children with special health care needs.
- 2.17.7. Offering educational presentations to support groups, family organizations, and healthcare professionals, in relation to all resources and services available statewide and nationally.
- 2.17.8. Managing, updating and enhancing a Parent Lending Library including <u>CDC</u> Learn the Signs Act Early materials and making recommendations for purchases.
- 2.17.9. Compiling and revising health resource directories.
- 2.17.10. Producing a quarterly parent newsletter.
- 2.17.11. Developing and distributing health resource directories.
- 2.17.12 Holding educational and social events, such as support groups, workshops, seminars and conferences, for parent, youth, and professionals in collaboration with the Department reflecting current issues, changes in access to care and best practices.
- 2.17.13. Supporting and assisting families with navigating and accessing state services and support.
- 2.17.14. Maintaining social media presence including but not limited to a website.
- 2.18. The Contractor shall establish and maintain program personnel policies and procedures that include, but are not limited to:

2.18.1. Selecting and dismissing staff, volunteers and others.

- 2.18.2. Supervising and evaluating staff.
- 2.18.3. Delivering and coordinating services across the system of services for CSHCN and their families.
- 2.18.4. Supporting students/interns interested in working with CSHCN.
- 2.18.5. Verifying staff, volunteer and student trainee and/or intern gualifications.
- 2.19. The Contractor shall ensure the program and personnel policies and procedures are accessible and available to all staff and the Department.

2.20. The Contractor shall collect and record all data unique to the Family-to-Family Health Information Center using a data system that complies with state and federal laws related to privacy and security. The Contractor shall ensured ata

Contractor Initials

Date

6/2/2021

· RFA-2022-DLTSS-06-FAMIL-01

New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT I	3
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		2.20.1.4.		CSHCN will have acc c insurance and financir		
	63	2.20.1.5.		based service system use them easily; and	s will be organized	SO
	*	2.20.1.6.		I receive the services all aspects of adult life, in idence.		
			care financing	cific issues related to the systems, community s		
	2,21.	The Contractor not limited to:	shall conven	e bi-monthly staff meet	ings that include, but a	are
	80	2.21.1. A revie	w of all object	lives to ensure they are	being met.	
		2.21.2. A review	w of all work	plans.	52 1938	sa "
	27 ¹⁰	2.21.3. A revie	w of past and	current scheduled activ	ities.	
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	ŝ	2.22.2.1.	opportunitie	a minimum of ten s to Partners in I s that include:	(10) statewide train Health Family Supp	-
	1) 18.,.	. 2	.22.2.1.1.	A minimum of seven delivered in person, c		
	RFA-2022-DL	TSS-06-FAMIL-01		palition for Cilizens with Disabilities arent Information Center	Contractor Initials	021
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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

approved by the Department in writing, including but not limited to Zoom;

- 2.22.2.1.2. Certificates of completion to be provided to each participant in attendance.
- 2.22.2.1.3. A participant's evaluation of the training, at the end of each training.
- 2.22.2.2. Providing an attendance list to the Department for each training that identifies the names of all participants.
- 2.22.2.3. Ensuring training topics include, but are not limited to:
 - 2.22.2.3.1. Standards of Quality for Family Strengthening and Support Certification training for new Partners in Health Family Support Coordinators and Lead Agency supervisors, hosted by Family Support New Hampshire.
 - 2.22.2.3.2. Motivational Interviewing.
 - 2.22.2.3.3. Other trainings, as approved by the Department.
- 2.22.3. The Contractor shall sponsor a minimum of eight (8) Partners in Health Family Support Coordinators to attend conferences ensuring:
 - 2.22.3.1. Five (5) Partners in Health Family Support Coordinators, attend in-state conferences, ensuring sponsorship includes:
 - 2.22.3.1.1. Conference Registration;
 - 2.22.3.1.2. Vendor Table Registration if applicable; and
 - 2.22.3.1.3. Mileage reimbursement at the current_federal rate.
 - 2.22.3.2. Three (3) Partners in Health Family Support Coordinators attend the annual Family Support Conference, ensuring sponsorship includes:
 - 2.22.3.2.1. Hotel expenses;
 - 2.22.3.2.2. Registration; and
 - 2.22.3.2.3. Travel to and from the Family Support Conference.
- 2.23. Birth through 8 (B-8) Early Child Care Education (ECCE) Advisors Team Coordination

2.23.1. The Contractor shall provide a representative, who will be the Coordinator, to the B-8 ECCE Advisory Team (herein referred to as the Team) to provide administrative support that includes:

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

- 2,23.1.1. Convening Team meetings;
- 2.23.1.2. Co-leading the Team in partnership with the Chair who is identified by the Team;
- 2.23.1.3. Organizing and publicizing Team meetings in a manner that supports maximum meeting participation;
- 2.23.1.4. Providing the Team members with information to access Team meetings remotely;
- 2.23.1.5. Recording Team meeting notes;
- 2.23.1.6. Presenting Team meeting materials; and
- 2.23.1.7. Conducting other duties, as defined by the Charter.
- 2.23.2. The Contractor shall ensure the Coordinator co-leads the Team which includes:
 - 2.23.2.1. Ensuring families and communities have culturally responsive and equitable opportunities in which to contribute their lived experiences relative to the evolution of systems and services that will directly affect their lives;
 - 2.23.2.2. Promoting parent knowledge and choice through sustained family and community engagement, support, resources, and feedback;
 - 2.23.2.3. Utilizing the principles of Boundary Spanning Leadership; and
 - 2.23.2.4. Promoting access to and builds commitment for quality early childhood programs and services.
- 2.23.3. The Contractor shall ensure the Coordinator assists the Team with developing, reviewing, implementing, and refining a charter that:
 - 2.23.3.1. Identifies the leadership and activities of the Team;
 - 2.23.3.2. Requires membership to be at a minimum of 51% parents and/or caregivers of children ages birth through eight (8) years;
 - 2.23.3.3. Is capable of advancing to reflect the changing needs of communities and families; and
 - 2.23.3.4. Is reviewed by the Team on a quarterly basis and, with consensus of members and stakeholders, may be modified or adjusted as needed.
- 2.23.4. The Contractor shall ensure the Coordinator supports and facilitates the work of the Team to implement its Charter that includes, but is not limited to:

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EXHIBIT B

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<u>ب</u>	2.23.4.1.	Strengthening NH's early childhood infrastructure in all environments;
a	2.23.4.2.	Building capacity of families, professional and non- professional caregivers and educators, statewide, in order to meet the health and educational needs of children;
	2.23.4.3.	Ensuring an integrated and coordinated early childhood governance structure across state government that is connected to local communities by conducting ongoing needs assessments and engaging in strategic planning;
8	2.23.4.4.	Enhancing of the interoperability of data systems within and across government agencies to inform and monitor program and service access, equity, and quality;
ţ	2.23.4.5.	Promoting parental knowledge and choice through sustained family and community engagement, support, resources and feedback;
5 5	2.23.4.6	Coordinating with the other groups to ensure the work in the early care and education systems includes input from local/regional forums that support parents, professional caregivers, educators, and community members in order to ensure the sharing of best practices;
	2.23.4.7	Expanding access; ensuring equity; and improving transitions across the span of early childhood supports, services, and educational environments for children and their families; and
	2.23.4.8	Participating in the development and implementation of an integrated and comprehensive plan for early childhood in New Hampshire.
e e ¹⁸	betwee Thrivin	Contractor shall facilitate engagement and communication on members of the B-8 ECCE Advisory Team, the Council for g Children (Council), and stakeholders in order to strengthen rly childhood infrastructure.
	2.23.6. The Co	ontractor shall ensure the Coordinator assists the Team in:
	2.23.6.1	. Maintaining and creating partnerships with agencies, statewide, to increase the ability to coordinate services in diverse geographic areas;
	2.23:6.2	. Developing and furthering partnerships with key system of care community partners and early childhood care and education partners including, but not limited to:
	:	2.23.6.2.1. Afterschool care programs.
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New Hampshire Department of Health and Human Services Family-to-Family Services

	2.23.6.2.2.	Businesses.	0
	2.23.6.2.3.	Child care providers.	
	2.23.6.2.4.	Child welfare services.	
a 1.	2.23.6.2.5.	Developmental services and supports.	
	2.23.6.2.6.	Early intervention programs.	
	2.23.6.2.7.	Family support services and programs.	
	2.23.6.2.8.	Funders.	
	2.23.6.2.9.	Head Start.	
181	2.23.6.2.10.	Higher education.	
	2.23.6.2.11.	Kindergarten through grade three (3) teachers.	
	2.23.6.2.12.	Physical health and behavioral services.	
87 15 - 98	2.23.6.2.13.	Preschool special education teachers;	
2.23.6.	3. Fostering a amongst the	wareness of the importance of early childhood e public and policy leaders;	•
2.23.6.	participation childhood	recommendations to increase the overall n of children in existing child care and early education programs, including outreach to sented and special populations; and	
2.23.6		an annual report with details relative to the Team ut not limited to:	G.
	2.23.6.5.1.	Outcomes of assessments, which may include Boundary Spanning Leadership assessments.	
<u>₹</u> 2	2.23.6.5.2	Accomplishments from the prior year.	
15	2.23.6.5.3.	Identification of community needs and gaps in services and supports.	
	2.23.6.5.4.	Priority setting based on Leadership, Investment, Voice, and Engagement goals.	89
		2 · · · · · · · · · · · · · · · · · · ·	

3. Staffing

- 3.1. The Contractor shall provide staff who have personal experience as a caregiver for CSHCN.
- 3.2. The Contractor shall notify the Department in writing in the event a position becomes vacant and include the plan to ensure uninterrupted services.
- 3.3. The Contractor shall notify the Department in writing, at least 1 week prior to a new employee's start date, ensuring the notification includes:

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EXHIBIT B

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New Hampshire Department of Health and Human Services Family-to-Family Services

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		3.3.2.	The work tele	ephone	number and email addre	ess of the new en	nployee.
		3.3.3.	The employe	e's resu	ıme.	a ⁸⁹	
		3:3.4.	The Contrac culturally; ling	tor mus guistical	st recruit for and main Ily, racially, and ethnicall	tain a workforce y diverse.	e that is
	3.4.	shall, a	fter obtaining	signed	mployment or for volunt and notarized authoriza n is being sought:	eer work, the Co ation from the p	ontractor erson or
		3.4.1.	Obtain at lea	ist two (2) references for the per	son.	3 (1)
		3.4.2.	Adult Service	es (BEA	name for review against S) state registry maintair	ned pursuant to F	RSA 161-
縣		3.4.3.	Youth and Failed Transferred T	amilies (name for review against (DCYF) state registry ma	intained pursuar	nt to RSA
	53.	3.4.4.	Complete a history.of:	criminal	I records check to ensur	e that the perso	n has no
		5.7 6	3.4.4.1, Feld	ony con	viction; or	6 6	22 a
	۲		3.4.4.2. Any	misder	neanor conviction involvi	ing:	198
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		90 20	3.4.4.2	2.2.	Violence;	*	a.
			3.4.4.2	2.3.	Exploitation;	E)	
			3.4.4.2	2.4.	Child pornography;	- 12	
(99)	15	100	3.4.4.2	2.5.	Threatening or reckless	s conduct;	
33			3.4.4.2	2.6.	Theft;		a. a ⁵
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	а 8	15	3.4.4.2	2.8.	Any other conduct that behavior that could en	it represents evi danger the well-t	dence of being of a
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88 1933	3.5.	The Coproced	ontractor shal lures that inclu	I establ Jde, but	ish and maintain progra are not limited to:	m personnel pol	icles and
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æ.		3.5.2.			inating services under th		ction. ^{ps}
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Date

New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

- 3.5.3. Supporting students/interns interested in working with CSHCN.
- 3.5.4. Verifying staff, volunteer and student trainee/intern qualifications.
- 3.5.5. Descriptions of how they are accessible and available to all agency staff and BFCS.

4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

- 5.1. The Contractor shall submit annual reports, in the format designated by the Department, which include, but are not limited to:
 - 5.1.1. Outreach and encounter statistics.
 - 5.1.2. Quality assurance activities.
 - 5.1.3. Progress made and efforts undertaken to meet goals and objectives for each activity or service funded in quantitative terms, including statistical measures for evaluating successful outcomes.
 - 5.1.4. Overall progress toward program goals and supporting statistical information.
 - 5.1.5. Program effectiveness.
 - 5.1.6. Future plans and goals.
 - 5.1.7. Additional information as requested by the Department at any time during the contract period.
- 5.2. The Contractor shall submit supporting documentation related to the outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant annually, no later than May 15th of each year.

6. Performance Measures

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New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center Contractor Initials

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

- 6.1. The Contractor shall ensure 85% of respondents to the annual survey indicate their ability to manage their child's health condition at home improved as a result of education/guidance provided by the Family-to-Family Health Information Center.
- 6.2. The Contractor shall ensure 85% of training participants who respond to post training evaluations rate training as excellent or very good.
- 6.3. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.
- 6.4. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Contractor must collect and share data with the Department in a format specified by the Department.

7: Additional Terms

- 7.1. Impacts Resulting from Court Orders or Legislative Changes
 - 7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 7.2.1. The Contractor shall submit, within ten (10) business days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

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

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.4. Operation of Facilities: Compliance with Laws and Regulations
 - In the operation of any facilities for providing services, the Contractor 7.4.1. 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 Agreement 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.

8, Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable tors the

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT B

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.

- 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Coalition for Citizens with Disabilities Inc. d/b/a Parent Information Center

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 50% Federal Funds: Title V Maternal Child Health Block Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, CFDA 93.994, FAIN B0440148 Children and Families Social Services Block Grant, as awarded on March 21, 2021, by the Department of Health and Human Services Administration for Children and Families, CFDA 93.667, FAIN 2101NHSOSR, Child Care Development Block Grant, as awarded, by the Department of Health and Humans Services Administration for Children and Families, CFDA 93.575, FAIN2101NHCCDF.

- 1.2. 50% General Funds.
- For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
- 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
- 4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFCS@dhhs.nh.gov, or invoices may be mailed to:

Medical Services Technician Department of Health and Human Services Bureau for Family Centered Services 129 Pleasant Street, Thayer Building Concord, NH 03301

6. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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New Hampshire Department of Health and Human Services Family-to-Family Services EXHIBIT C

6	7.	The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.									
3	8.	The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.									
	9.	The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.									
	10.	Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this									
		agreement.									
	11.	Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.									
	12.	Audits									
	,	12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:									
	E.	12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.									
		12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.									
	8 8 8	12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.									

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

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New Hampshire Department of Health and Human Services Family-to-Family Services

EXHIBIT C

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

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

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Exhibit C-1 Budge

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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Budget Request for: Family-to-Family Services

Budget Period: July 1, 2921-June 30, 2022

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Exhibit C-2 Budge

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New Hampshire Contrient for Otizens with Disabilities, Inc. d/bit Parent Internation Carter RFA-2022-DLTSS-OB-FAMIL-01 Exhibit C-2 Badget Page 1 of 1

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AL. Contractor Initials Data 6/2/7021 $\mathcal{I}_{i}(\underline{z})$

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New Hampshire Department of Health and Human Services Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

CU/DHHS/110713

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2 Vendor Initials ______6/2/2021 Date

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; Taking one of the following actions, within 30 calendar days of receiving notice under 1.6. 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; Making a good faith effort to continue to maintain a drug-free workplace through 1.7. 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 D if there are workplaces on file that are not identified here. Vendor Name: 6/2/2021 Midulle Lewis Michelle Lewis Date Name: Title: Executive Director

CU/DHHS/110713

Exhibit D_- Certification regarding Drug Free Workplace Requirements Page 2 of 2 Vendor Initials

New Hampshire Department of Health and Human Services Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

*Medicaid Program under Title XIX

*Community Services Block Grant under Title VI

*Child Care Development Block Grant under Title IV

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

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL. (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 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:

6/2/2021

Date

le Lewis.

Name Micherle Lewis Tille: Executive Director

Exhibit E - Certification Regarding Lobbying

Page 1 of 1

Vendor Initials

New Hampshire Department of Health and Human Services Exhibit F



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

 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 ctause 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

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2 Contractor Initials ______ Date _____

CU/DHHS/110713

New Hampshire Department of Health and Human Services Exhibit F



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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, departed, 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 embezztement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/2/2021

Date

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And Other Responsibility Matters

Page 2 of 2

Name Micherle Lewis Title: Executive Director

Contractor Initials Exhibit F - Certification Regarding Debarment, Suspension 6/2/2021 Date

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials cation of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Falth-Based Organizations and Whistletiower protections

6/27/14 Rev. 10/21/14

Page 1 of 2

Exhibit G

6/2/2021 Date

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New Hampshire Department of Health and Human Services Exhibit G



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

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

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

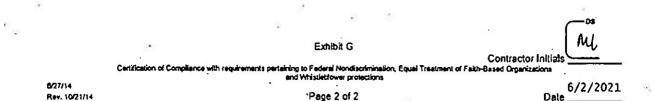
Contractor Name:

6/2/2021

Date -

Name: Michelle Lewis

Title: Executive Director



New Hampshire Department of Health and Human Services Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/2/2021

Date

Mirl LINIS

Name: Michelle Lewis Tille: Executive Director

Contractor Initials 6/2/2021 Date

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) . <u>Definitions</u>.

- a. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>d</u>. "<u>Designated Record Set</u>" 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. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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).
- <u>Privacy Rule</u>" 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.
- <u>Protected Health Information</u>" 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.

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit I

- "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "<u>Security Rule</u>" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> 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. <u>Other Definitions</u> 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.

- 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:
 - 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.
 - 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

3/2014

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C.

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Contractor Initials

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New Hampshire Department of Health and Human Services



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

Exhibit I

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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 Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initials

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New Hampshire Department of Health and Human Services



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.

Exhibit I

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.

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.

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.

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.

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.

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.

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 the purposes that make the return or destruction infeasible, for so long as Business M,

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initials

6/2/2021 Date

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

- 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

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- <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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. MJ,

Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 5 of 6

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Exhibit I

e. <u>Segregation</u>. 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.

<u>Survival</u>. 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	NH Coalition for Citizens with Disabilities
The Sigle by:	Namesof the Contractor
Orbonsh O. Schetta	Michelle Lewis
Signature of Authorized Representative	Signature of Authorized Representative
Deborah D. Scheetz	Michelle Lewis
Name of Authorized Representative Director Division of Long Term Support	Name of Authorized Representative rts and Services Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/2/2021	6/2/2021
Date	Date
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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6 Contractor Initials

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New Hampshire Department of Health and Human Services Exhibit J



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

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

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

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

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

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

Contractor Name:

6/2/2021

Date

Midulle Lewis

Name: MTCherrie Lewis

Title: Executive Director

Contractor Initial 6/2/2021 Date

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

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New Hampshire Department of Health and Human Services Exhibit J



FORM A

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

- 119759876
- 1. The DUNS number for your entity is: _____
- 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; loans, grants, grants,

X NO YES

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

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

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

NO

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

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

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

Amount:

Amount:

Amount:

Amount:

Amount: _____

·

YES

Name: ______ Name: ______ Name: ______ Name: _____

Name: _____

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nce	6/2/2021
	Date

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

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:

- "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.
- "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.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K DHHS Information Security Requirements Page 1 of 9 Contractor Initials

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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.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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Exhibit K DHHS Information Security Requirements Page 2 of 9 Contractor Initials

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DHHS Information Security Requirements

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

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

- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> 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

Contractor Initials

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DHHS Information Security Requirements

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

- 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

 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.
- 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

Exhibit K DHHS Information Security Requirements Page 4 of 9

New Hampshire Department of Health and Human Services.

Exhibit K



DHHS Information Security Requirements

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

- 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
 - If the Contractor will maintain any Confidential Information on its systems (or its 1. 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.
 - 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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New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

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

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DHHS Information Security Requirements

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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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;
- Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials

6/2/2021 Date

MU,

New Hampshire Department of Health and Human Services

Exhibit K



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

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 9 of 9

05 MI. Contractor Initials