

Lori A. Weaver Interim Commissioner

Karen E. Hebert Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9474 1-800-852-3345 Ext. 9474 Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 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 Economic Stability, to enter into a **Sole Source** amendment to an existing contract with New Hampshire Children's Trust, Inc. (VC# 218449), Concord, NH to revise the scope of work to expand the ongoing support of Family Resource Centers across the state to achieve the "Family Resource Center of Quality" designation of national standards, sustain kinship navigation and Community Collaborations, facilitate coordination of Family Resource Centers and the Early Childhood Regional System, and expand upon marketing for child care scholarship assistance by increasing the price limitation by \$2,854,760 from \$7,724,887 to \$10,579,647, with no change to the completion date of June 30, 2024, effective July 1, 2023, upon Governor and Council approval. 48.16% Federal Funds. 51.84% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #41, amended on October 13, 2021, item #20, on April 6, 2022, item #8, and most recently on January 18, 2023, item #19.

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

#### See attached fiscal details.

#### **EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source and the Department is adding additional funding and revising the scope of work. The Contractor is uniquely qualified to provide statewide support and effectively apply evidence-based standards and services to NH's network of Family Resource Centers with the goal of strengthening families statewide.

The purpose of this request is for the Contractor to expand the infrastructure and support for the statewide network of Family Resource Centers.

This request includes:

- 1. Family Resource Centers. Additional funds will support Family Resource Center infrastructure, Family Resource Center of Quality designation efforts, and staff training. Additional funds will support two (2) existing services at the Family Resource Centers: the Kinship Navigation Program and Community Collaborations.
- 2. Kinship Navigation. Additional funds will sustain the management and implementation of Kinship Navigation programs in Family Resource Centers through State Fiscal Year 2024.

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

Services are focused on providing resource and economic connections and support to kinship care families. There are currently 1,070 individuals receiving services through the Kinship Navigation program statewide.

- 3. Community Collaborations. Additional funds will sustain cross-sector Community Implementation Teams that connect families to the services they need to support self-sufficiency and economic stability in targeted communities. Services are focused on providing resource connections to families with young children and creating system-level changes designed to help reduce child maltreatment and the risk of children entering foster care.
- 4. Expand the Contractor's scope of work to increase marketing and outreach and training opportunities that supports access to resources for families, child care providers, employers, and other stakeholders. This includes hosting and maintaining the consumer education website, NH Connections, as a source of information dissemination. Marketing and outreach efforts will increase stakeholder awareness and utilization of resource and referral services, NH Child Care Scholarship program, initiatives for workforce, child care supply, and quality improvement.
- 5. Expand the Contractor's scope of work to provide infrastructure and technical assistance support to the seven Early Childhood Regional System leads. The Early Childhood Regional System collaborates and coordinates across key early childhood regional partners, including Family Resource Centers, family support programs, Community Collaborations agencies and the Departments of Health and Human Services and Education. The Contractor will support and provide ongoing capacity building, coordination, communication, performance management, and evaluation.

Approximately 8,700 families will be supported through this amendment:

- 6,400 families will continued to be served annually through the Family Resource Centers;
- Approximately 250 additional families will be served annually through Kinship Navigation; and
- Approximately 200 additional families will be served annually through the work of Community Collaborations targeted communities.

In addition to the families being served, approximately 75 additional community-based agencies will be served annually with training.

The Department will monitor services by:

- Reviewing the process and outcome measures identified in the quarterly reports submitted by the Contractor;
- Meeting with the Contractor monthly to ensure compliance with contractual requirements; and
- Reviewing expenditures and conducting data quality assurance activities on a monthly basis.

Should the Governor and Council not authorize this request, the Department will be unable to sustain the management and implementation of the services delivered to families directly and that prevent child maltreatment, including Kinship Navigation; support for the Family Resource Center infrastructure, staff training, Early Childhood Regional System support to enhance coordination of early childhood systems, and Family Resource Center of Quality designation efforts; and expand marketing and messaging about key family programs, including

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

child care. These services contribute to the development of healthy families, which contribute to the development of healthy communities.

Area served: Statewide.

Source of Federal Funds: ALN 93.670, FAIN 90CA1858; ALN 93.391, FAIN NH75OT000031; ALN 93.575, FAIN 2101NHCSC6 and 2101NHCDC6.

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

Respectfully submitted,

Interim Commissioner

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP 100% General Funds

New Hampshire Children's Trust, Inc.

Vendor #218449

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	45001601	\$325,000	\$0	\$325,000
2023	102-500731	Contracts for Prog Svc	45001601	\$1,325,000	\$0	
2024	102-500731	Contracts for Prog Svc	45001601	\$325,000	\$1,000,000	
	191	Sub Total	18	\$1,975,000	\$1,000,000	\$2,975,000

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP 100% Federal Funds

New Hampshire Children's Trust, Inc.

Vendor #218449

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	074-500589	Grants for Pub Assist and Reli	45001602	\$199,800	\$0	\$199,800
2023	074-500589	Grants for Pub Assist and Reli	45001602	\$199,800	\$0	
2024	074-5005891	Grants for Pub Assist and Reli	45001602	\$199,800	. \$0	\$199,800
	7.	Sub Total		\$599,400	\$0	\$599,400

05-095-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES

100% Federal Funds

State Fiscal Year		Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90050405	\$831,618	5 8.	\$831,618
2023	102-500731	Contracts for Prog Svc	90050405	\$1,035,469	\$0	\$1,035,469
2024	102-500731	Contracts for Prog Svc	90050405	\$0	\$0	\$0
		Sub Total		\$1,867,087	\$0	\$1,867,087

05-95-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, Bureau of Drug & Alcohol Svcs, Governor Commission Funds

100% General Funds

ſ	State Fiscal Year		Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
Ì	2022	102-500731	Contracts for Prog Svc	92058502	\$100,000	≅ \$0	\$100,000
ł	2023	102-500731	Contracts for Prog Svc	92058502	\$100,000	\$0	\$100,000
Ì	2024	102-500731	Contracts for Prog Svc	92058502	\$0	\$100,000	\$100,000
ŀ	111		Sub Total		\$200,000	\$100,000	\$300,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90070470	\$35,000.00	\$0.00	\$35,000.00
2023	102-500731	Contracts for Prog Svc	90070470	\$0.00	\$0.00	\$0.00
2024	102-500731	Contracts for Prog Svc	90070470	\$0.00	\$374,760.00	\$374,760.00
2024	102-500731	Contracts for Prog Svc	90070471		\$380,000.00	\$380,000.00
		Sub Total		\$35,000.00	\$754,760.00	\$789,760.00

05-095-090-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

100% Federal Funds

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ě.	State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	(Decrease)	Revised Amount
	2022	102-500731	Contracts for Prog Svc	TBD	\$910,000	\$0	\$910,000
	2023	102-500731	Contracts for Prog Svc	TBD	\$1,840,000	\$0	\$1,840,000
	2024	102-500731	Contracts for Prog Svc	TBD	\$0	\$100,000	\$100,000
		71	Sub Total		\$2,750,000	\$100,000	\$2,850,000

05-095-042-421110-24300000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE STABILIZATION 100% Federal Funds

#### Fiscal Detail Sheet Amendment #4

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	42117774	\$37,499	\$0	\$37,499
2023	102-500731	Contracts for Prog Svc	42117774	\$112,501	\$0	
100		Sub Total		\$150,000	\$0	\$150,000

#### 05-095-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF

100% Federal Funds

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State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Prog Svc	42117773	\$0	\$900,000	\$900,000
		Sub Total	· .	\$0	\$900,000	\$900,000

### 05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP 100% Federal Funds

State Fiscal Year		Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	072-509073	Contracts for Prog Svc	42140614	\$0.00	\$0.00	\$0.00
2023	072-509073	Contracts for Prog Svc	42140614	\$74,200.00	\$0.00	\$74,200.00
2024	072-509073	Contracts for Prog Svc	42140614	\$74,200.00	\$0.00	\$74,200.00
	340	Sub Total		\$148,400.00	\$0.00	\$148,400.00

Overall Total	\$7,724,887	\$2,854,760	\$10,579,647
24 25	GF	51.84%	34.55%
	State FF	48 16%	65.45%

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

This Amendment to the New Hampshire Family Resource Center Facilitation Organization and Quality Specialist contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Children's Trust, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #41), as amended on October 13, 2021 (Item #20), on April 6, 2022 (Item #8), and on January 18, 2023 (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 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 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 berein, the parties hereto agree to amend as follows:

\$10,579,647

- 2. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
- 3. Modify Exhibit C, Payment Terms, Section 1 to read:
  - 1. This Agreement is funded by:
    - 1.1. 17.6% New Hampshire Overdose Data to Action Program (NH OD2A), as awarded in January 2021, by the Centers For Disease Control And Prevention, Assistance Listing Number 93.136, FAIN NU17CE924984.
    - 1.2. 5.7% Kinship Navigator Programs, as awarded in October 2020, by the Administration for Children and Families, Assistance Listing Number 93.556, FAIN 20011NHPKIN and 2101NHPKIN.
    - 1.3. 7.5% Community Collaborations to Strengthen and Preserve Families, as awarded in September 2018, by the Administration for Children and Families, Assistance Listing Number 93.670, FAIN 90CA1858.
    - 1.4. 26.9% Health Disparities Grant, as awarded in May 2021, by the Center for Disease Control and Prevention, Assistance Listing Number 93.391, FAIN NH75OT000031.
    - 1.5. 1.4% ARPA Child Care Stabilization, as awarded in April 2021, by the Child Care Development Block Grant, Assistance Listing Number 93.575, FAIN 2101NHCSC6.
    - 1.6. 8.5% ARPA Child Care CCDF, as awarded in April 2021, by the Child Care Development Block Grant, Assistance Listing Number 93.575, FAIN 2101NHCDC6.
    - 1.7. 1.4% JJ Funds, as awarded in October 2018, by the Office of Juvenile Justice and Delinquency Prevention, Assistance Listing Number 16.54, FAIN 2019-JX-FX-0052.
    - 1.8. 2.8% General Funds, Governor's Commission.
    - 1.9. 28.2% General Funds.
- 4. Modify Exhibit C Payment Terms, Section 3 to read:
  - 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred-in the

New Hampshire Children's Trust, Inc.

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Contractor Initials

fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-23, Budget Sheet, Amendment #4.

- 5. Modify Exhibit C-19, Amendment #3, Budget Sheet, by replacing in its entirety with Exhibit C-19, Budget Sheet, Amendment #4, SFY 2024, which is attached hereto and incorporated by reference herein.
- 6. Add Exhibit C-20, Budget Sheet, Amendment #4, SFY 2024, which is attached hereto and incorporated by reference herein.
- 7. Add Exhibit C-21, Budget Sheet, Amendment #4, SFY 2024, which is attached hereto and incorporated by reference herein.
- 8. Add Exhibit C-22, Budget Sheet, Amendment #4, SFY 2024, which is attached hereto and incorporated by reference herein.
- 9. Add Exhibit C-23, Budget Sheet, Amendment #4, SFY 2024, which is attached hereto and incorporated by reference herein.

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

State of New Hampshire

Department of Health and Human Services

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

execution.		a tra	OFFIC	E OF THE AT	TORNEY (	GENER/	AL"	e 12	20
6/9/2023	· F <sub>2</sub>			ioned by: yn Qurrino	∰ (	Ę	70	16	EDE EN
Date	3		Name: Title:	Robyn Guarine Attorney	<u> </u>		60	<b>%</b>	
2.7									
I hereby certify that the State of New I				approved by th		or and E f meeting		ive C	ouncil of
			ing on:	approved by the	(date o	f meeting	g) :	ive C	
			ing on:	* ¥	(date o	f meeting	g) :	ive C	

### Amendment #4

### Scope of Services

#### 1. Statement of Work

- 1.1. The Contractor must provide services in this agreement to the statewide network of Family Resource Centers (FRCs) in New Hampshire.
- 1.2. The Contractor must ensure services are available Statewide via phone, teleconferencing, and in-person meetings.
- 1.3. For the purposes of this agreement, all references to business hours must mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state, federal, and Contractor holidays.
- 1.4. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.5. Facilitation Organization and FRC Quality Designation
  - 1.5.1. The Contractor must support each FRC with their self-assessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).
  - 1.5.2. The Contractor must perform an individual assessment of any FRC applying for FRC-Q designation to identify and document deficiencies in meeting Standards and to assist each FRC throughout the application process.
  - 1.5.3. The Contractor must work with the Wellness and Primary Prevention Council (WPPC) and Family Support NH (FSNH) to provide support to FRCs in implementing and meeting the Standards for the purpose of acquiring an FRC-Q designation. The Contractor must ensure support, which includes, but is not limited to:
    - 1.5.3.1. Providing FRCs with information about the Standards (https://www.nationalfamilysupportnetwork.org/standards-of-quality).
    - 1.5.3.2. Providing technical support to FRCs with the implementation of Standards.
    - 1.5.3.3. Providing technical support to FRCs with the implementation of procedures to document practice of Standards.

SS-2022-DEHS-01-NEWHA-01-A04

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### New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

### EXHIBIT B Amendment #4

		Amendment #4
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	1.5.3.4.	Providing training and technical assistance to FRCs with the development of a written plan to meet Standards.
	1.5.3.5.	Traveling to any FRC requesting an in-person consultation.
	1.5.3.6.	Assisting FRCs with completing the FRC-Q application.
	1.5.3.7.	Reviewing FRC-Q applications for accuracy.
	1.5.3.8.	Participating in the NFSN through a membership with FSNH; and
	1.5.3.9.	Providing FRCs with information and trainings on acquiring the FRC-Q designation.
	assistance	ctor must collaborate with other FRC technical assets to assess the capacity of each FRC relative to doptional standards defined by the WPPC.
	determine of	ctor must work with the Department and FRCs to culturally appropriate process and outcome data nd analysis.
	The Contra efficiencies	ctor must assist FRCs with increasing operational
		ctor must provide technical assistance for oversight as lementation of a quality improvement process.
•	that allows	ctor must utilize a Community of Practice sharing model FRC administrators and leadership to establish and cooperation, collaboration, and informal mentoring Cs.
		ctor must educate policymakers, communities, and groups on FRC best practices.
	The Contra	ctor must ensure priority is given to FRCs providing ces to:
	1.5.10.1.	Families for whom the Division for Children, Youth and Families (DCYF) has issued a letter of concern;
	1.5.10.2.	Families with cases reported by DCYF as unfounded but with reasonable concern; and
	1.5.10.3.	Recipients of Temporary Assistance to Needy Families

(TANF) program services.

Contractor Initials

Date

6/9/2023

### Amendment #4

- 1.5.11. The Contractor must utilize the Family Support Data System (FSDS), or other Quickbase applications as appropriate, for the purposes of supporting quality improvement efforts, capable of collecting data on, but not limited to, the following:
  - 1.5.11.1. Identifying FRC locations statewide.
  - 1.5.11.2. Identifying FRC-Q locations statewide.
  - 1.5.11.3. Identifying FRC-Q designation expiration dates.
  - 1.5.11.4. Documenting trainings provided to FRCs through:
    - 1.5.11.4.1. Title of each training;
    - 1.5.11.4.2. Number of training attendees; and
    - 1.5.11.4.3. Learning objectives for each training.
  - 1.5.11.5. Identifying which FRCs have completed the FRC-Q self-assessment.
  - 1.5.11.6. Identifying which FRCs have completed the FRC-Q designation application.
  - 1.5.11.7. Identifying FRCs with plans in place to become an FRC-Q.
  - 1.5.11.8. Identifying individuals who have received Standards certification.
  - 1.5.11.9. Documenting FRC and FRC-Q service outcomes.
  - 1.5.11.10. Documenting FRC program and population priorities.
  - 1.5.11.11. Identifying shared measurements among FRCs for family outcomes.
- 1.5.12. The Contractor must ensure collection of data in the FSDS and support data quality, including, but not limited to, the following demographics:
  - 1.5.12.1. Race.
  - 1.5.12.2. Ethnicity.
  - 1.5.12.3. Language.
  - 1.5.12.4. Household income.
  - 1.5.12.5. Marital status.
  - 1.5.12.6. Age of parents or caregivers.

Contractor Initials

Date

Contractor Initials

Contractor Initials

SS-2022-DEHS-01-NEWHA-01-A04

### EXHIBIT B Amendment #4

1.5.12.7.	Sexual orienta	ation and/or gender identity.
1.5.12.8.	Town.	*
1.5.12.9.	County.	₩ 5
1.5.12.10.	Incarcerated p	parent.
1.5.12.11.	Receipt of pullimited to:	iblic benefits, which includes, but is not
12	1.5.12.11.1.	Supplemental Nutrition Assistance Program (SNAP).
10 10	1.5.12.11.2.	New Hampshire Child Care Scholarship.
100	1.5.12.11.3.	Medicaid.
	1.5.12.11.4.	Social Security Disability Insurance (SSDI).
	1.5.12.11.5.	Supplemental Security Income (SSI).
x	1.5.12.11.6.	TANF
25)	1.5.12.11.7.	Special Supplemental Nutrition Program

- 1.5.13. The Contractor must provide upon request to the Department summary reports, information, and individual participant outcomes reporting.
- 1.5.14. The Contractor must coordinate data collection efforts for FRC programs, which include, but are not limited to:
  - 1.5.14.1. Comprehensive Family Support Services (CFSS).
  - 1.5.14.2. NH Maternal, Infant, and Early Childhood Home Visiting (MIECHV).

for Women, Infants, and Children (WIC).

- 1.5.14.3. Healthy Families America (HFA) Home Visiting.
- 1.5.14.4. Community Collaborations to Strengthen and Preserve Families (CCSPF).
- 1.5.14.5. Early Childhood Regional System.
- 1.5.15. The Contractor must provide Technical Assistance (TA) around data integrity and develop reports related to the data collection.
- 1.5.16. The Contractor must provide training to all new FRC staff who enter data into the Quickbase platform.

### EXHIBIT B Amendment #4

- 1.5.17. The Contractor must ensure data integrity for the CFSS program and Community Collaborations project and provide the necessary reports monthly.
- 1.5.18. The Contractor must work with the Department to plan and align other data collection efforts for any other new programs administered through FRCs.
- 1.5.19. The Contractor must provide quality improvement training and resources to FRCs and FRC-Qs, which includes, but is not limited to:
  - 1.5.19.1. Collecting and disseminating FRC-Q best practices and evidence-based program models.
  - 1.5.19.2. Convening FRCs and FRC-Qs in a Community of Practice sharing model.
  - 1.5.19.3. Promoting collaboration through shared learning opportunities and training with FRCs and FRC-Qs across state agencies in an effort to improve service outcomes.
  - 1.5.19.4. Increasing FRC administrative and operational efficiencies.
  - 1.5.19.5. Providing technical assistance to ensure that each FRC-Q has a clear non-profit business model.
- 1.5.20. The Contractor must provide funding to each FRC in year two (2) of the contract for administrative needs to support the work of the FRC, which includes, but is not limited to:
  - 1.5.20.1. Executive Director and Chief Financial Officer salaries.
  - 1.5.20.2. Building repairs and maintenance.
- 1.5.21. The Contractor must ensure the distribution of funds is based on a formula with FRC-Q designation.
- 1.5.22. The Contractor may identify and assist FRCs and FRC-Qs in their applications for additional funding opportunities for FRC and FRCQ operations, programs, or quality improvement activities.
- 1.5.23. The Contractor must facilitate the FRC-Q designation review process, which includes, but is not limited to:
  - 1.5.23.1 Assembling FRC-Q designation review teams devised of members of the WPPC.

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## New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist EXHIBIT B

### Amendment #4

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1.5	.23.2.	Providing reviewing teams with necessary site review tools.
1.5	.23.3.	Coordinating FRC site reviews.
1.5	.23.4.	Recording, publishing, and reviewing team minutes.
1.5	.23.5.	Developing a form to gather review team meeting feedback.
1.5	.23.6.	Communicating results to FRC applicants.
The	e Contra	actor must attend all WPPC meetings.
pro		actor must attend all FSNH monthly meetings and ogress reports on the number of FRCs achieving FRC-Q
	e Contra Departr	actor must attend any NFSN meetings as identified by ment.
		actor must utilize project management best practices the contract term.
		actor must demonstrate implementation of a Community sharing model among FRCs and FRC-Qs.
		actor must document specific trainings, guidance, and or FRCs and FRC-Qs providing home visiting services.
		actor must maintain the FSDS data collection system in with this Scope of Services.
		actor must demonstrate an increase in the number of iving the FRC-Q designation.
de	velop the	actor must maintain the training process and continue to e Kinship Navigation position based on evaluation of the nd staff performance.
		actor must provide evidence of a sufficient number of through subcontract to ensure Statewide coverage.
		actor must support FRC-Q with the re-designation erry three (3) years.
pla sta	n to incr ndards (	retor must provide support to FRC-Q to develop a work rease best practice standards using the National of quality for family strengthening and support, data client satisfactory surveys and other evaluation tools.

### Amendment #4

1.5.36. The Contractor, in collaboration with the Department, must design a FSNH satisfaction survey to ensure the Facilitation Organization meets the needs of the FRCs.

#### 1.6. Kinship Navigators

- 1.6.1. The Contractor must fund and support positions for the purposes of supporting kinship caregivers who are caring for kin. The Contractor must ensure:
  - 1.6.1.1. Navigators are utilized within FRCs and FRC-Qs to provide support to kinship caregivers who are caring for kin as a result of a placement; and
  - 1.6.1.2. Navigators connect with kinship caregivers, in-person or by other electronic means, such as FaceTime and Zoom, for purposes that include, but are not limited to:
    - 1.6.1.2.1. Assessing kinship caregiver needs.
    - 1.6.1.2.2 Providing outreach, engagement, and community support services and referrals.
    - 1.6.1.2.3. Utilizing or creating peer support groups for kinship caregivers.
- 1.6.2. The Contractor must provide training to Navigators to provide consistency across Navigators through education and training, consistent with:
  - 1.6.2.1. DCYF; and
  - 1.6.2.2. TANF.
- 1.6.3. The Contractor must maintain or increase Navigator positions and kinship Navigator support in each year of this Agreement.

#### 1.7. Community Health Workers

- 1.7.1. The Contractor must subcontract with the statewide network of FRCs to fund positions establishing a workforce of Community Health Workers (CHWs) to provide direct services to priority populations impacted by COVID-19 and health disparities.
- 1.7.2. The Contractor must provide and support specialized training and technical assistance as proposed by the Department to the newly developed workforce of Community Health workers with topics including, but not limited to:

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1	.7.2.	1	R	ole	Ωf	<b>CHWs</b>	
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- 1.7.2.2. Community Health Workers and Public Health Networks.
- 1.7.2.3. Community Health Workers and community coalitions.
- 1.7.2.4. Local community and health resources.
- 1.7.3. The Contractor must support FRC Family Support staff and Community Health Worker's with training and technical assistance around data collection, cultural competency, and accessing state and local community resources. Data will be collected in the Family Support Data System (FSDS) or another application in Quickbase as appropriate. Trainings include, but are not limited to:
  - 1.7.3.1. Becoming providers of NH Easy.
  - 1.7.3.2. Bureau of Family Assistance overview training.
  - 1.7.3.3. Cultural diversity and equity training.
  - 1.7.3.4. Family Support Data System.
  - 1.7.3.5. Concrete support and Retrospective Protective Factors Survey-2 (PFS-2) to determine social determinants of health needs and protective factors skills gained.
  - 1.7.3.6. Assessing food insecurity.
- 1.7.4. The Contractor must allow and encourage CHWs to participate on the NH CHW Coalition and the CHW Community of Practice.
- 1.7.5. The Contractor must allow and encourage CHW attendance at Department-approved trainings through Area Health Education Centers (AHECs) and North Country Health Consortium to meet thirteen (13) competencies for CHWs.
- 1.7.6. The Contractor must ensure that Family Support Workers and CHWs:
  - 1.7.6.1. Provide case management and connections to community services and referrals;
  - 1.7.6.2. Complete PFS-2 surveys or other Needs Assessments and Protective Factors assessments;
  - 1.7.6.3. Enter data into the FSDS:
  - 1.7.6.4. Assist with maintaining and/or applying for social services within their community;

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1.7.6.5.	Provide and distribute educational informatio	n about
12	COVID-19 vaccinations and Department	general
20	guidance for individual mitigation;	10 8

- 1.7.6.6. Identify and help to mitigate barriers in health care access such as transportation, language, childcare, etcetera; and
- 1.7.6.7. Connect clients with community-based agencies and supports through closed loop and/or warm hand-off referrals for topics including, but not limited to:

1.7.6.7.1.	Food insecurity.

- 1.7.6.7.2. Mental health supports.
- 1.7.6.7.3. Health care referrals.
- 1.7.6.7.4. Substance use disorder supports.
- 1.7.6.7.5. Educational supports and services.
- 1.7.6.7.6. Financial literacy.
- 1.7.6.7.7. Budgeting supports.
- 1.7.6.7.8. COVID-19 testing, vaccination, and/or immunization resources.

### 1.8. Community Collaborations

- 1.8.1. The Contractor must work with the Department's Community Collaborations initiative to provide distribution of outreach materials, training and education to the community about the services offered through the Family Support programs and CHWs, which includes, but is not limited to:
  - 1.8.1.1. Printing outreach and education materials in additional languages, such as Spanish, Nepalese, or other languages to support FRC engagement with families.
  - 1.8.1.2. Prioritizing and implementing strategies that provide engagement and education of early childhood providers about FRCs and the services provided.
  - 1.8.1.3. Promoting Family Leadership membership within Regional Systems.
  - 1.8.1.4. Prioritizing and implementing strategies that provide engagement and education of incarcerated parent families on FRC services provided through partnerships

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of activities with the Family Connections Center at the New Hampshire Department of Corrections.

- 1.8.2. The Contractor must prioritize, fund, and subcontract with the three
   (3) Community Collaborations agencies within the following Early
   Childhood Regional Networks to support ongoing cross-sector coordination to support families:
  - 1.8.2.1. Region 4: Manchester.
  - 1.8.2.2. Region 5: Central NH, Lakes; and
  - 1:8.2.3. Region 7: North Country.
- 1.8.3. The Contractor must support the Community Collaborations and other Early Childhood Regions with utilizing collective impact practices including but not limited to Boundary Spanning Leadership to promote cross-system collaboration and enhance relationships between FRCs, FRC-Qs, schools, Early Childhood Regional Systems, child welfare and family service agencies, businesses, philanthropic funders, and other organizations providing family support and/or economic support services.
- 1.8.4. The Contractor must ensure that Community Collaborations Early Childhood Regions have processes in place to evaluate, monitor, establish, and measure within each region:
  - 1.8.4.1. Direction: agreement on overall goals, aims, and mission;
  - 1.8.4.2. Alignment: organization and coordination of knowledge and work; and
  - 1.8.4.3: Commitment: shared responsibility for the group.

#### 1.9. Early Childhood Regional System

- 1.9.1. The Contractor must subcontract with the seven (7) Early Childhood Regional Systems to support the FRC-Q indicator of community strengthening.
- 1.9.2. The Contractor must support the Early Childhood Regional System to develop strong and healthy communities by working collaboratively with various stakeholders, such as FRC's, by establishing formal partnerships in order to address community issues and priorities and enhance early childhood care and education (ECCE). Formal partnerships include, but are not limited to:

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100	1.9.2.1.	Parent Leadership.	a
	1.9.2.2.	Family Resource Centers and home visitin	g programs.
<i>2</i> 7	1.9.2.3.	Community Health Centers and Health Pro	
<b>3</b> 0	1.9.2.4.	Family Centered Early Supports and Servi	
	1.9.2.5.	Regional Public Health Networks.	
B)	1.9.2.6.	Nutrition Services agencies.	36
20 0708 a	1.9.2.7.	Head Start, Early Head Start, family or childcare.	center-based
a I	1.9.2.8.	Local educational agencies serving chileight, including before-school and programs, and public and private schools.	dren birth to after-school
F-90 F-90	1.9.2.9.	Behavioral health system serving childrefamilies.	en and their
N S	1.9.2.10.	Supports for children with disabilities and delays.	evelopmental
n e æ	1.9.2.11.	Economic assistance and employment sup	port system.
63	1.9.2.12.	Child welfare.	650
	1.9.2.13.		region (e.g., Chamber of , community
1.9.3.		ctor must establish and maintain an infrasti seven (7) Early Childhood Regional Syste	
1.9.4.		ctor must support capacity building and key nildhood Regional System to establish and	
	1.9.4.1.	Ensure each of the seven (7) early childhood a lead agency identified to coordinate loc collaboration, initiatives, needs assess reporting;	alized partner
SS-2022-DEHS-01-NEWH	1.9.4.2.	Maximize awareness of community resou in the state, regionally, and nationally in or gaps and duplication, increase localized	rder t <del>o ro</del> duce planning and
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coordination,	in	order	to	connect	families	with	needed
services.		114					

- 1.9.4.3. Enhance the quality of and increase access to ECCE and community based family supports and expand the use of evidence based or evidence informed practices;
- 1.9.4.4. Prioritize partnerships and members from FRCs, Home Visiting programs, School, Regional Public Health Networks, and Family Advisory Council membership to enhance ECCE coordination:
- 1.9.4.5. Improve and strengthen state-regional communication including sharing of community priorities and needs as well as NH Department of Education (NHED) and DHHS priorities and initiatives; and
- 1.9.4.6. Identify shared measures of success, as agreed upon by the Department, which include, but are not limited to:
  - 1.9.4.6.1. Data collection and strategy mapping.
  - 1.9.4.6.2. Performance measures.
  - 1.9.4.6.3. Needs and gaps assessments conducted or utilized by regions.
  - 1.9.4.6.4. Training opportunities, attendance, and community partners.
  - 1.9.4.6.5. Strategies and tools to measure success.
  - 1.9.4.6.6. Technical assistance provided.
  - 1.9.4.6.7. Quarterly reporting.
- 1.9.5. The Contractor must provide technical assistance for the Early Childhood Regional System/Regional Leads, which includes, but is not limited to:
  - 1.9.5.1. Ensuring bi-directional communication between the Departments and the Regional Leads through quarterly meetings.
  - 1.9.5.2. Convening, coordinating, and supporting monthly meetings of Early Childhood Regional System.
  - 1.9.5.3. Developing and monitoring performance measures and capacity building activities.

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1.9.5.4. Providing training and coaching on collective impact practices and models, which includes, but is not limited to, Boundary Spanning Leadership.

#### 1.10. Marketing and Public Awareness

- 1.10.1. The Contractor must market FRCs to raise public awareness, and to raise awareness among statewide and potential partners.
- 1.10.2. The Contractor must ensure that public awareness activities align and are coordinated with other statewide family support and strengthening networks.
- 1.10.3. The Contractor must ensure consistent marketing and branding of FRCs and FRC-Qs by targeting specific audiences, including, but not limited to:
  - 1.10.3.1. Community leaders and stakeholders.
  - 1.10.3.2. Caregivers with young children.
  - 1.10.3.3. Childcare centers and providers.
  - 1.10.3.4: Family support agencies.
- 1.10.4. The Contractor must market and promote statewide awareness among the public and potential partners of:
  - 1.10.4.1. Family Resource Centers (FRCs);
  - 1.10.4.2. Child Care Development Fund scholarship;
  - 1.10:4.3. Regional Early Childhood System; and
  - 1.10.4.4. NH Connections website.
- 1.10.5. The Contractor must manage the NH Connections consumer education website, Child Care Aware of NH (nh-connections.org). Management responsibilities must include, but are not limited to:
  - 1.10.5.1. Promote the use of the NH Connections website among stakeholders.
  - 1.10.5.2. Host NH Connections website upon request.
  - 1.10.5.3. Maintain the NH Connections website to ensure it is:
    - 1.10.5.3.1. Navigable, with working links;
    - 1.10.5.3.2. Current, including updating and removing outdated information and data on a daily or weekly basis as needed; and

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- 1.10.5.3.3. Compliant with federal requirements for the consumer education website, as detailed in the Office for Child Care Guidelines.
- 1.10.5.4. Create a system for staff and contractors to communicate needed changes and updates.
- 1.10.5.5. Support external partners and contractors to develop informational pages as needed.
- 1.10.5.6. Track use, including visit frequency and navigation.
- 1.10.5.7. Provide a platform for ongoing feedback on site use satisfaction.
- 1.10.6. The Contractor must increase public awareness of the quality designation among childcare centers and/or providers through content and/or collateral development and targeted messaging and/or outreach.
- 1.10.7. The Contractor must provide marketing and public awareness to ensure stakeholders, families, child care providers, social service providers, local and state government officials and employees, and employers are aware of, have access to, and utilize the child care services, initiatives, training, technical assistance, and programs provided by the Department, their contractors, and partners.

  Marketing includes, but is not limited to:
  - 1.10.7.1. A comprehensive marketing and branding guide for use by staff and contractors delivering child care programs aligned with Department guidelines.
  - 1.10.7.2. Working with contractors to ensure a cohesive marketing plan that aligns with Department requirements.
  - 1.10.7.3. Designing and developing content for monthly and quarterly updates for various initiatives, as requested by the Department.
  - 1.10.7.4. Creating a standardized template for PowerPoint presentations, brochures, and additional resources, as requested by the Department, that builds a recognizable and consistent brand image.
  - 1.10.7.5. Supporting the annual Celebration for Early Childhood Professionals and the Celebration for Out-of-School Time Professionals.

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- 1.10.8. The Contractor must promote use and understanding of New Hampshire Connections Information System (NHCIS) through development of training tools and tip sheets.
- 1.10.9. The Contractor must promote the use and understanding of the newly developed Family Information Network accessible through the NH Connections website and hosted in the NHCIS.
- 1.10.10. The Contractor must develop and implement a plan, in collaboration with the Department, to promote the following programs and initiatives to providers, families, employers, FRCs, contractors, service providers, and other stakeholders through promotional pieces, social media, instructional tools, and videos, as appropriate:
  - 1.10.10.1. Granite Steps for Quality.
  - 1.10.10.2. New Hampshire Child Care Scholarship Program.
  - 1.10.10.3. Head Start and Early Head Start.
  - 1.10.10.4. New Hampshire Early Childhood and Out-of-School Time Credentialing System.
  - 1.10.10.5. Other initiatives and projects identified by the Department.

#### 1.11. Juvenile Justice Family Assessment

- 1.11.1 The Contractor must subcontract with the statewide network of FRCs to provide a private meeting space at designated FRC locations so that the Juvenile Probation Parole Officers (JPPO) can meet and work with the youth and family.
- 1.11.2. The Contractor must:
  - 1.11.2.1. Coordinate a private meeting space that is in a convenient location for the youth and family and where the JPPO completing the assessments can engage with youth and families in a collaborative environment that provides privacy for the youth and family.
  - 1.11.2.2. Ensure the meetings are coordinated with the Department.
  - 1.11.2.3. Offer availability during all regular business hours and have extended hours to meet the needs of the families.
  - 1.11.2.4. Offer access to the meeting space and reservation system during evening hours.

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#### 2. Exhibits Incorporated

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

#### 3. Reporting Requirements

#### **Quarterly Reports**

- 3.1. The Contractor must submit quarterly reports, or upon Department request, to the Department and WPPC within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery. Quarterly reports include, but are not limited to:
  - 3.1.1. The number of FRC-Q designation applications received.
  - 3.1.2. The number of FRC and FRC-Q site reviews performed.
  - 3.1.3. The number of FRCs receiving the FRC-Q designation.
  - 3.1.4. Status updates on FRCs applying for the FRC-Q designation according to the FRC's individualized written plan.
  - 3.1.5. A comprehensive training plan for each FRC-Q within ninety (90) days of receipt of FRC-Q designation.
  - 3.1.6. The number and topics of trainings provided to all FRCs and FRC-Qs.
  - 3.1.7. The number of FRC and FRC-Q staff trained.
  - 3.1.8. Progress made in developing shared family outcome measures.
  - 3.1.9. The number of Navigator positions supported and/or funded.
  - 3.1.10. The number of trainings delivered to Navigators.
- 3.2. The Contractor must submit a monthly Kinship Navigator enrollment report within fifteen (15) days following the end of the reporting period, with a final report due thirty (30) days following the contract completion date.
- 3.3. The Contractor must submit quarterly reports to the Department within fifteen ss-2022-DEHS-01-NEWHA-01-A04 Contractor Initials

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- (15) days following the end of the reporting period, to ensure adequate and efficient service delivery. Quarterly reports include, but are not limited to:
- 3.3.1. The number of CHWs at each FRC, including any staffing changes and identified funding sources to support CHW positions.
- 3.3.2. The number and type of trainings provided to both the Family Support Staff and CHWs through COVID-19 Health Disparities funding.
- 3.3.3. The number of CHWs and FRCs enrolled as providers of NH EASY in order to support individual connections to economic supports to minimize COVID-19 impacts;
- 3.3.4. The number of improvements to data collection, quality, and reporting capacity for recipients in relation to COVID-19 disparities and inequities, which includes, but is not limited to:
  - Workforce support for data collection and reporting to ensure collection of complete and representative data (e.g., race, ethnicity, kinship, and incarceration).
  - 3.3.4.2. Implemented strategies to educate CHW and FRC staff on the importance of data to address disparities and inequities.
  - 3.3.4.3. Developed plans for data quality assurance and improvement.
  - 3.3.4.4. Number of cases by CHW and number of encounters per CHW.
  - 3.3.4.5. Number of COVID-19 encounters indicating mitigation and prevention through referral of vaccination and vaccine support by each FRC and by CHW, which includes coordination of activities related to administration of vaccines, but not the actual vaccine administration.
  - 3.3.4.6. Number of encounters to provide communication about COVID-19 risk factors, mitigation, and prevention.
  - 3.3.4.7. Number of other navigation and support services to address COVID-19 risk factors (e.g., employment, economic, child care, health care).
- 3.4. The Contractor must use the NH Division of Public Health Services Equity Review Toolkit prior to work plan development and/or implementation of programming. This toolkit will provide guidance on ensuring equity, including Race, Ethnicity and Linguistic (REAL) and Sexual Orientation and Gender SS-2022-DEHS-01-NEWHA-01-A04

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- Identity (SOGI) data collection, as well as community engagement, as core pieces of the work of the Department grant-based work.
- 3.5. The Contractor must submit quarterly Regional Leads data within fifteen (15) days following the end of the reporting period, with a final report due thirty (30) days following contract completion date, to ensure adequate and efficient service delivery. Regional Leads quarterly reports must include, but are not limited to:
  - 3.5.1. Performance measures across all regions.
  - 3.5.2. Evaluation strategies.
  - 3.5.3. Technical assistance plan.
  - 3.5.4. Training plan.
  - 3.5.5. Project staffing assignments.
  - 3.5.6. Partnerships engaged to support the regional networks.

#### **Annual Reporting**

- 3.6. The Contractor must provide a comprehensive annual report by June 30<sup>th</sup> of each year. The annual report must summarize:
  - 3.6.1. Participation;
  - 3.6.2. Outcomes;
  - 3.6.3. Challenges;
  - 3.6.4. Strengths; and
  - 3.6.5. Identified needs for the upcoming fiscal year.
- 3.7. The Contractor must provide an annual satisfaction survey report to the Department within thirty (30) days of the end of the calendar year.

#### 4. Performance Measures

- 4.1. Within sixty (60) days of contract and amendment approval, the Contractor must submit an Early Childhood Regional System Work Plan that includes specific activities and timeline, including, but not limited to:
  - 4.1.1. Performance measures across all regions.
  - 4.1.2. Strategies to evaluate.
  - 4.1.3. Plan for technical assistance.
  - 4.1.4. Plan for training.
  - 4.1.5. Who is assigned to the project.

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- 4.1.6. Other partnerships engaged to support the regional networks.
- 4.2. The Contractor must demonstrate an increase in the number of FRCs receiving FRC-Q designation or re-designation by at least four (4), from an established baseline as of the contract effective date. Annual baselines are as follows:
  - 4.2.1. Three (3) in State Fiscal Year 2022.
  - 4.2.2. Three (3) in State Fiscal Year 2023.
  - 4.2.3. Three (3) in State Fiscal Year 2024.
- 4.3. The Contractor must provide a summary of PFS-2 surveys completed for the CFSS program, the COVID Health Disparities and Community Collaborations projects.
  - 4.3.1. Surveys must show percentage of types of concrete needs identified for the families served by race, ethnicity, and language, when available.
  - 4.3.2. Surveys must show what percentage of protective factors have been increased using the retrospective survey.
- 4.4. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor may be required to provide other key data and metrics to the Department, in the aggregate and de-identified, including client-level demographic, performance, and service data, upon Department request.
- 4.6. The Contractor must collect and share data with the Department, in the aggregate and de-identified, in a format specified by the Department.

#### 5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
  - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 5.2.1. The Contractor must submit, within ten (10) days of the contract 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;

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individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

- 5.3. Credits and Copyright Ownership
  - 5.3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
  - 5.3.2. All materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution, or use.
  - 5.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
    - 5.3.3.1. Brochures.
    - 5.3.3.2. Resource directories.
    - 5.3.3.3. Protocols or guidelines.
    - 5.3.3.4. Posters.
    - 5.3.3.5. Reports.
  - 5.3.4. The Contractor must not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
  - In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county, and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor must procure said license or permit, and must at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities must comply with all

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rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws, and regulations.

#### 5.5. Eligibility Determinations

- 5.5.1. If the Contractor is permitted to determine the eligibility of individuals, such eligibility determination must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies, and procedures.
- 5.5.2. Eligibility determinations must be made on forms provided by the Department for that purpose and must be made and remade at such times as are prescribed by the Department.
- 5.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with Department regulations.

#### 6. Records

- 6.1. The Contractor must keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents, and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs, such as purchase requisitions and orders, youghers, requisitions for materials, inventories, valuations of in-kind contributions,

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- labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance, or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services, and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts, and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) must terminate, provided however, that if, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 6.3. Website and Social Media
  - 6.3.1 The selected Vendor(s) must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
  - 3.3.2. The selected Vendor(s) agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media.

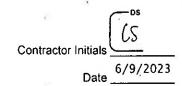
Contractor Initials

SS-2022-DEHS-01-NEWHA-01-A04

Date 6/9/2023

the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

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



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

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - DCYF Kinship: add additional \$1,000,000 to existing \$325,000

Accounting String: 05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:

TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP

Budget Period: SFY24: July 1, 2023 - June 30, 2024

Line Item		14	Τo	tal Program Cost		©	Funded by DHHS contract share					
		Direct	Indirect Total				Direct	+ 1	Indirect **	Total		
Total Salary/Wages	\$		\$		\$	334,597,34	5	334,597.34	\$ .		\$	334,597.34
Employee Benefits	† \$		\$		\$	83,649.34	\$	83,649.34	\$	*	\$	83,649.34
3. Consultants	\$	103,370.00	\$	(-)	\$	103,370.00	\$	103,370.00	\$	25 70	\$	103,370.00
4. Equipment:	\$		\$		\$	£7	\$	3	\$		\$	•
Rental	\$	1,261,00	\$	(30)	· \$	1,261.00	\$	1,261,00	\$		\$	1,261,00
Repair and Maintenance	\$		S	820	\$	* *	\$	6.34	5	-	\$	3.60
Purchase/Depreciation	\$	19 <del>8</del>	\$	- E	\$	× .	\$		\$		\$	· (#1)
5. Supplies:	\$	1,5	\$	(2)	\$		\$	9	\$	32 S	\$	E9 -
Educational #	\$	2,000.00	\$	. 19 <del>2</del> 3	\$	2,000.00	5	2,000.00	s	8	\$	2,000.00
Lab ·	\$		\$	725	\$	£//	5	(2)	\$		\$ .	1.00
Pharmacy	\$	ž (*	\$	19 <b>.</b>	\$	9	\$	17 38	5	*	\$	
Medical	\$	W 28	\$		\$	40.2	\$		s	- 4	\$ .	(4)
Office	\$	2,925.00	\$	(* (#)	\$	2,925.00	\$	2,925.00	s		\$	2,925.00
6. Travel	\$	1,713,00	\$	(4)	\$	1,713.00	S	1,713.00	ø		\$	1,713.00
7. Occupancy	\$ .	12,139.00	\$		\$	12,139.00	\$	12,139.00	\$_	38	\$	12,139.00
Current Expenses	\$	199	\$		\$		\$	2	\$	172	5 ~	•
Telephone	\$	1,767.00	\$	#\$ \#B	\$	1,767.00	\$	1,767.00	\$	20 20	\$	1,767.00
Postage	\$	857.00	\$		\$	857.00	\$	857.00	\$		S	857.00
Subscriptions	\$	•	\$		<b>S</b> _		\$		\$		\$	-
Audit and Legal	S	χ.•.	S	i e i	\$	(5)	\$	7	\$		\$	•
Insurance	S	230.00	S		\$	230.00	\$	230.00	\$	60	\$	230,00
Board Expenses	\$	1.70	\$		\$_	.75	\$	125	5	**	\$	
9. Software	\$	92,716.00	\$	-	\$	92,716.00	5	92,716.00	\$		\$	92,716.00
10. Marketing/Communications	\$	56,702.58	\$		\$	56,702.58	\$	56,702.58	\$	***	\$	56,702.58
11. Staff Education and Training	\$	25,000.00	\$	- 23	\$	25,000.00	\$	25,000.00	\$	5-	\$	25,000.00
12. Subcontracts/Agreements	\$	580	\$	*:	\$	18	\$	S 47 8	\$	3*	\$	100
Program Subcontracts	\$	TW:	S	33	5	©	\$	74	\$	-	\$	(#)
FRC Subcontracts	\$	485,619.00	\$	¥3	\$	485,619.00	\$	485,619.00	\$	- 08	\$	485,619,00
13. Other (specific details mandatory):	S	152	\$	- B	\$	2	\$		\$		\$	-
Indirect As A Percent of Direct			\$	120,453.75	\$	120,453.75		101	\$	120,453.75	\$	120,453.75
TOTAL	S	1,204,546.26	\$	120,453.75	5	1,325,000.00	\$	1,204,546.26	\$	. 120,453.75	\$	1,325,000.00

Indirect As A Percent of Direct 10.0%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A04 Exhibit C-19, Budget Sheet, Amendment #4, SFY 2024 Page 1 of 1

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

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Governor Commission Funds: \$100,000

Accounting String: 05-95-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV,

Bureau of Drug & Alcohol Svcs, Governor Commission Funds

Budget Period: SFY24: July 1, 2023 - June 30, 2024

			Total Program Cost	10 (2	Funded by DHHS contract share						
Line Item	Direc	*Indirect **		· Total		Direct	(4)	Indirect	Total		
Total Salary/Wages	\$	8,288.19		\$	8,288.19	\$	8,288.19		166	\$	8,288.19
2. Employee Benefits	\$	2,072.05		\$	2,072.05	\$	2,072.05			\$	2,072.05
3. Consultants	S	189:00		`\$	189,00	\$	189.00	1. 0		\$	189.00
4. Equipment:	\$	( <u>*</u>	-	5	*	\$				\$	
Rental	\$	122.00		\$	122.00	\$	122.00			\$	122.00
Repair and Maintenance	\$	(100)	55	\$	€	\$	39			\$	*33
Purchase/Depreciation	\$	1(2)		\$		\$	tii 1.5			\$	•
5. Supplies:	\$		¥5	\$	9 9.8	S	34			\$	¥1
Educational	\$	334.00		\$	334.00	5	334.00			\$	334,00
Lab	\$	(3€0	13.	\$	<b>X</b>	\$	120			\$	S 10 \$1
Pharmacy	\$	13.28		\$	-	S				\$	*:
Medical	\$	036	1.0	\$		\$	- 1		•	\$.	- 8
Office	\$	112.00	90 20	\$	112,00	\$	112.00			\$	112.00
6. Travel	\$	12,00		\$	_ 12.00	\$	12.00			\$	12.00
7. Occupancy	\$	1,096.00		\$	1,096.00	\$	1,096.00			\$	1,096,00
Current Expenses .			==	\$	¥					\$	
Telephone	\$	150,00		\$	150.00	5	150.00			\$	150.00
Postage	\$	68.00		\$.	68.00	\$	68.00			\$	68.00
Subscriptions	\$	(0.00)		\$	*	\$	385			\$	¥.5
Audit and Legal	\$	N#.31	50	\$		\$		(*)	i,	\$	
Insurance	-	Ī		\$	*	П				\$	80
Board Expenses	\$			\$		\$	- Salt.		-00	\$	
9. Software	\$ 10	289.00		s	289.00	\$	289.00		**	\$	289.00
10. Marketing/Communications	\$	11,135.19		\$	11,135.19	\$	11,135,19			\$	11,135.19
11. Staff Education and Training	\$	(#e)		\$	196	s				\$	-
12. Subcontracts/Agreements	\$	1720		\$	- 12	\$	•			\$	-
Program Subcontracts	* S	1,883.00		\$	1,883.00	\$	1,883,00			\$	1.883.00
FRC Subcontracts	\$	65,158.66		\$	65,158,66	s	.65,158,66			\$	65,158,66
13. Other (specific details mandatory):	\$	(e.c.		\$	16	\$	((40)			\$	56
Indirect As A Percent of Direct	\$	* (*)	\$ 9,090.91	\$	9,090.91	\$	180	\$	9,090.91	\$	9,090.91
TOTAL	S	90.909.09	\$ 9,090,91	S	100,000.00	S	90,909.09	s	9,090.91	_	100,000.00

Indirect As A Percent of Direct 10.0% 10.0%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A04 Exhibit C-20, Budget Sheet, Amendment #4, SFY 2024

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

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Community Collaboration: \$754,760

Accounting String: 05-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:

PUBLIC HEALTH DIV, COMMUNITY COLLABORATION

Budget Period: SFY24: July 1, 2023 - June 30, 2024

			Total Program Cost		100	Funded by DHHS contract share					
Line Item		- Direct	Indirect		Total		Direct	1ndirect	11	Total	
Total Salary/Wages	\$	40,000.00	7	5	40,000.00	\$	40,000.00		\$	40,000.00	
Employee Benefits	\$	10,000.00		S	10,000.00	\$	10,000.00		\$	10,000.00	
3. Consultants	\$	155,000.00		\$	155,000.00	\$	155,000.00	1152	\$	155,000.00	
4. Equipment:			1	\$	1.6		Al .		\$		
Rental	s	400.00	19	\$	400.00	\$	400.00		\$	400,00	
Repair and Maintenance				\$	289				\$		
Purchase/Depreciation	A1 1		V.	\$	(15)		Q e		\$		
5. Supplies:				\$	•				\$		
Educational				\$	*0				\$		
Lab				\$	¥30			2	\$		
Pharmacy				\$	*:				\$		
Medical			-	S	2)				\$		
Office	\$	600,00	*	5	600.00	\$_	600.00		\$	600.00	
6. Travel	- S	150,00.		\$	150.00	\$	150,00	93	\$	150.00	
7. Occupancy	s	1,326.00		5	1,326.00	\$	1,326.00		\$	1,326,00	
8. Current Expenses	s	100		\$_	**	\$			s	•	
Telephone	S	100.00		5	100.00	\$	100.00		\$	100.00	
Postage	\$	125.00		S	125.00	\$	125.00		\$	125.00	
Subscriptions	\$		114	\$	*:	\$	У.		\$	•	
Audit and Legal	\$	78		\$		\$			\$		
Insurance	\$	-	833	\$	(i) (i) (ii)	\$	A		\$	3.23	
Board Expenses	\$		100	\$	21	\$	<u> </u>		\$		
9. Software	\$	504 (8)		\$	*	\$			\$	23600	
10. Marketing/Communications	\$	2,500.00		\$	2,500.00	\$	2,500.00		5	2,500.00	
11. Staff Education and Training	S		39	\$	<u>\$7</u>	\$			\$	•	
12. Subcontracts/Agreements	. \$	300,000.00		\$	300,000.00	\$	300,000.00	.0	\$ .	300,000.00	
FRC Subcontract	S	196,400.00		\$	196,400.00	\$	196,400,00	·	\$	196,400.00	
13. Other (specific details mandatory):	<u> </u>	**		\$	•			0.00	\$		
Indirect As A Percent of Direct	\$	- 12	\$ 48,159.00	\$_	-48,159.00	\$_	* * ;	\$ 48,159.00	\$	48,159.00	
				\$		Ĺ		Ŷ	\$		
TOTAL	\$	706,601.00	\$ 48,159.00	5	754,760.00	\$	706,601.00	\$ 48,159.00	\$	754,760.00	

Indirect As A Percent of Direct

6.8%

6.8%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A04 Exhibit C-21, Budget Sheet, Amendment #4, SFY 2024

#### Exhibit C-22 Budget Sheet, Amendment #4, SFY 2024

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

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - PH COVID-19 Health Disparities: \$100,000

Accounting String: 05-095-090-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:

PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

Budget Period: SFY24: July 1, 2023 - June 30, 2024 .

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New Hampshire Children's Trust, Inc.

Exhibit C-22, Budget Sheet, Amendment #4, SFY 2024

SS-2022-DEHS-01-NEWHA-01-A04

Contractor Initials

6/9/2023

Date

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

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Child Development, ARPA Child Care CCDF: \$900,000

Accounting String: 05-095-042-421110-24290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:

HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE CCDF

Budget Period: SFY24: July 1, 2023 - June 30, 2024

ARREST AND ALL STATES OF ALL STATES		Total Program Cost					Funded by DHHS contract share					
Line Item		Direct -		direct	5 (5	Total		Direct "-	inc	lirect ·	5.5	Total
Total Salary/Wages	\$	87,750.00	10		\$	87,750.00	\$	87,750.00		- C	\$	87,750.0
2. Employee Benefits	\$	21,937.50			\$	21,937.50	\$	21,937.50			\$	21,937.5
3. Consultants	\$	1.35			\$	22	5	5/3	4		\$	
4. Equipment: .	\$	- E			\$	- 85	\$	(6)			\$	<u> </u>
Rental	\$	75.00	8		\$	75.00	\$	75.00	- 3		\$	75,0
Repair and Maintenance	s				\$		\$ .				\$	•
Purchase/Depreciation	S	19			\$	22	\$				\$	
5. Supplies:	S				\$	*	\$				\$	320
Educational	\$				\$		\$	*			S	
Lab	\$	28	300	89	\$	30	\$	40.28			\$	390
Pharmacy '	\$	- 15			\$		\$	a) 781g	70 00		\$	
Medical	\$			25	\$	*	\$	4.3	- Ye	-	\$	(40)
Office	5	1,200,00			\$	1,200.00	\$	1,200.00			\$	1,200,0
6. Travel	\$	3			\$	3	\$	. 8	19		\$	-
7. Occupancy	\$	975,00			\$	975,00	\$	975,00			\$	975.0
8. Current Expenses	\$	343			\$		\$	39			\$	<u>-</u>
Telephone	\$	60.00			5	60.00	\$	60.00			\$	60.0
Postage	S	45.00		- 22	\$	45.00	\$	45.00			\$	45,0
Subscriptions	\$	1891			\$		\$				\$	200
Audit and Legal	\$	99 (33)			\$	*	\$				\$	4.
Insurance	\$	193		•	\$	MT	\$				\$	
Board Expenses	\$	(43)			\$		\$				\$	91
9. Software	\$				\$		\$				\$	90-
10. Marketing/Communications	\$	392,177.50			\$	392,177.50	5	392,177.50			\$	392,177.5
11. Staff Education and Training	\$		- 329		\$		\$	38			\$	17)
12. Subcontracts/Agreements	8	350,000.00	<u>#</u> 11	. 43	\$	350,000.00	\$	350,000.00			\$	350,000.0
13. Other (specific details mandatory):				161	\$			P.			\$	
Indirect As A Percent of Direct	7	(C)	\$	45,780.00	\$	45,780,00			\$	45,780.00		45,780.0
TOTAL	\$	854,220.00	\$	45,780.00	\$	900,000.00	\$	854,220.00	\$	45,780.00	\$	900,000.0

Indirect As A Percent of Direct

5.4%

5.4%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A04 Exhibit C-23, Budget Sheet, Amendment #4, SFY 2024 Contractor Initials

6/9/2023

# 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 NEW HAMPSHIRE CHILDREN'S TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 2010. 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: 625893

Certificate Number: 0005884671



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of October A.D. 2022.

David M. Scanlan Secretary of State

#### CERTIFICATE OF AUTHORITY

- I, Jenn Cronin, hereby certify that:
- 1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Children's Trust, Inc.
- 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 **June 12, 2023**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Cliff Simmonds, Executive Director is duly authorized on behalf of New Hampshire Children's Trust 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.

Dated: June 12, 2023

Signature of Elected Officer

Name: Jenn Cronin

Fitle: New Hampshire Children's Trust

**Board Chair** 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/28/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject to its certificate does not confer rights to					•	may require	an endorsement. A stat	ement (	on
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IN CI EX	HIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERTA KCLUSIONS AND CONDITIONS OF SUCH PO	REMEN IN, TH LICIES	NT, TEI IE INSI S, LIMI	RM OR CONDITION OF ANY URANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	R DOCUMENT \ D HEREIN IS S _AIMS.	WITH RESPECT TO WHICH T	HIS	:th:
INSR LTR	TYPE OF INSURANCE	ADDL:	WVD	POLICY NUMBER		POLICY EFF (MM/DO/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 2,00	0,000
	CLAIMS-MADE X OCCUR					(9)		DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,00	0,000
				55			05/09/2024	MED EXP (Any one person)	s 10.0	00 (1)
Α	8	Y		04SBAAC7049		05/09/2023		PERSONAL & ADV INJURY	s 2.00	0,000 .
	GENL AGGREGATE LIMIT APPLIES PER:			•				GENERAL AGGREGATE	\$ 4,00	0,000
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	_	0,000
500				200 BY				PRODUCTS - COMPTOP AGG	5	
	OTHER: AUTOMOBILE LIABILITY	-	_		-		231	COMBINED SINGLE LIMIT	\$	199
	ANYAUTO			27	1977		AC	(Ea accident) BODILY INJURY (Per person)	s	
	OWNED SCHEDULED			22		atte		BODILY INJURY (Per accident)	s	
	AUTOS ONLY AUTOS NON-OWNED			E E1		14		PROPERTY DAMAGE	s	
	AUTOS ONLY AUTOS ONLY				114			(Per accident)		= 39
			_			St.	- 4	51	\$	
	UMBRELLA LIAB OCCUR			0.				EACH OCCURRENCE	\$	•
	EXCESS LIAB CLAIMS-MADE						120	AGGREGATE	5	
0.0	DED RETENTION \$			*5	C34		- 06	I Joseph L LOTH	\$	2 32
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							➤ PER STATUTE OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		04WECAD0ZWK		05/09/2023	05/09/2024	E.L. EACH ACCIDENT	s 100,	127
	(Mandatory in NH)					•		E.L. DISEASE - EA EMPLOYEE	s 100,	000
10	If yes, describe under DESCRIPTION OF OPERATIONS below		**			390		E.L. DISEASE - POLICY LIMIT	\$ 500.	000
				5		945	(2)	90	**	18
	4	124				1				
	8 5 6	. 56	- 5			25.5	60	H	- 30	*
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE ificate holder is an additional insured (CGL)					:		notice.	#3 #8	100 E
CET	OTICICATE UNI DED			14 T R	CANO	ELL ATION		••		
UEF	RTIFICATE HOLDER	(2)		8 3	CANC	ELLATION				*
	State of New Hampshire Depart	ment o	of Heal	ith and Human Services	THE ACC	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER PROVISIONS.		BEFORE
	Concord		98	NH 03301		- T	Links	a Kenneselis		705

#### New Hampshire Children's Trust

Mission Statement: The New Hampshire Children's Trust leads the drive to ensure safe, stable, and nurturing relationships and environments for children by educating, advocating, and collaborating.

Vision: We envision a New Hampshire where all children grow up free from abuse and neglect.



Financial Statements For the Year Ended December 31, 2021

(With Independent Auditor's Report Thereon)

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#### INDEPENDENT AUDITOR'S REPORT

To the Board of Directors

New Hampshire Children's Trust, Inc.

#### Report on the Audit of the Financial Statements

#### Opinion

We have audited the financial statements of New Hampshire Children's Trust, Inc., which comprise the statement of financial position as of December 31, 2021, 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 Children's Trust, Inc. as of December 31, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire Children's Trust, Inc. 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; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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 Children's Trust, Inc.'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 Children's Trust Inc.'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 Children's Trust, Inc.'s ability to continue as a going concern for a reasonable period of time.

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



#### Report on Summarized Comparative Information

We have previously audited New Hampshire Children's Trust, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 15, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

#### Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 27, 2022 on our consideration of New Hampshire Children's Trust Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Children's Trust Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering New Hampshire Children's Trust Inc.'s internal control over financial reporting and compliance.

Merrimack, New Hampshire October 27, 2022

# Statement of Financial Position December 31, 2021 (with comparative totals as of December 31, 2020)

2				2021				
21 - 22	V	Vithout Donor Restrictions		Vith Donor estrictions		2021 <u>Total</u>		2020 <u>Total</u>
ASSETS								
Current Assets:								
Cash and cash equivalents	\$	1,454,083	\$	45,689	\$	1,499,772	\$	639,010
Accounts receivable		500		-		500		22,875
Contributions receivable		-		100,000		100,000		•
Grants receivable		372,093		0.28	1	372,093		247,022
Loan receivable		10,302				10,302		10,302
Prepaid expenses	-	2,090		<u>(*)</u>	2	2,090	_	1,914
Total Current Assets		1,839,068		145,689	Ŀ	1,984,757		921,123
Noncurrent Assets:		**				ij.		
Property and equipment, net		25,023		-		25,023		38,942
Beneficial interest held in trust		90 000 80		1,841,236		1,841,236		1,602,751
Security deposit	-	2,520	_	*6	_	2,520	_	2,520
Total Noncurrent Assets	_	27,543	_	1,841,236	_	1,868,779	-	1,644,213
Total Assets	\$_	1,866,611	\$_	1,986,925	\$	3,853,536	\$	2,565,336
*			**					# "
LIABILITIES AND NET ASSETS	-	- 8				- 80		
Current Liabilities:		£00					<del></del>	
Accounts payable	\$	161,090	\$	26	\$	161,090	\$	159,797
Accrued expenses		47,154		- 8		47,154		50,088
Refundable advance		726,000		503.0		726,000		57688
Contract liabilities	-	123,428	_	- 50	_	123,428	-	117,514
Total Current Liabilities		1,057,672				1,057,672		327,399
Net Assets:						(A)		
Without donor restrictions:								
Undesignated		284,559		<u> </u>		284,559		408,784
Board-designated	08	524,380		18 TS		524,380		180,013
With donor restrictions:		324,300		~~~		J27,J00	(8)	100,013
Time or purpose restricted		121		145,689		145,689		46,389
Beneficial interest held in trust	_		_	1,841,236		1,841,236	-	1,602,751
Total Net Assets		808,939	_	1,986,925		2,795,864	_	2,237,937
Total Liabilities and Net Assets	\$_	1,866,611	\$	1,986,925	\$_	3,853,536	\$	2,565,336

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

## Statement of Activities For the Year Ended December 31, 2021 (with summarized comparative totals for the year ended December 31, 2020)

		2021	69	
<b>8</b> 1	·Without Donor	With Donor	2021	2020
*	Restrictions	<u>Restrictions</u>	<u>Total</u>	Total
SUPPORT AND REVENUE	(8)	0.80		
Support:				H 3 1
Contributions	\$ 279,144	\$ 165,350	\$ 444,494	\$ 306,149
Grants	2,004,852	. F	2,004,852	1,485,481
Designated endowment distributions	48,420	20	48,420	38,515
In-kind contributions	8,704		8,704	4,118
Revenue:	4 507 007	S		200 522
Service fees	1,507,037	XF 55	1,507,037	898,522
Other income	66,050	(CC 050)		1,110
Net Assets Released From Restrictions	12	(66,050)		
Total Support and Revenue	3,914,207	99,300	4,013,507	2,733,895
	94 S			
EXPENSES	20	9).		94
Program Services:	2.002.200		2,962,280	2 142 044
Family strengthening and support	2,962,280	•		2,142,944
Community education and advocacy	340,578		340,578	192,277
Total Program Services	3,302,858	€	3,302,858	2,335,221
.Supporting Services:		18 E		
General and administrative	269,813		269,813	136,649
Fundraising	181,755	€	181,755	74,463
Total Supporting Services	451,568		451,568	211,112
Total Expenses	3,754,426		3,754,426	2,546,333
Change in Net Assets from Operations	159,781	99,300	259,081	187,562
NON-OPERATING ACTIVITIES:		32		
Loss on disposal of assets	(10,380)	20 B	(10,380)	32
Interest	810	¥	810	1,006
Beneficial interest (See Note 6)	69,931	238,485	308,416_	177,648
Total Non-operating Activities	60,361	238,485	298,846	178,654
Change in Net Assets	220,142	337,785	557,927	366,216
Net Assets, Beginning of Year	588,797	1,649,140	2,237,937	1,871,721
Net Assets, End of Year	\$ 808,939	\$ 1,986,925	\$ 2,795,864	\$ 2,237,937

### Statement of Functional Expenses For the Year Ended December 31, 2021

(with summarized comparative totals for the year ended December 31, 2020)

	4			2021				
25	-	Program Services	- 5		Supporting Services	- 18		
is .	Family Strengthening and Support	Community Education and Advocacy	Total Program <u>Services</u>	General and Administrative	' <u>Fundraising</u>	Total Supporting <u>Services</u>	2021 <u>Total</u>	2020 <u>Total</u>
Personnel expense:								*
Salaries	\$ 548,400	\$ 108,538	\$ 656,938 \$	139,380	\$ 124,594 \$	263,974	\$ 920,912	\$ 729,614
Payroll taxes	43,200	9,222	52,422	8,826	9,254	18,080	70,502	53,954
Employee benefits	81,028	13,442	94,470	21,720	19,658	41,378	135,848_	92,904
Subtotal personnel expense	672,628	/ 131,202	803,830	169,926	153,506	323,432	1,127,262	876,472
Awards					300	300	300	250
Board expenses	4			105 <sup>.</sup>	8*8	105	105	1,464
Conferences hosted	17,492	0.00	17,492	*2	-		17,492	8,717
Dues and subscriptions	4,027	193	4,220	1,973	710	2.683	6,903	4,320
Depreciation	.,		• 11	3,539	•	3,539	3,539	13,819
Educational supplies	10,112	239	10,351		•	, ,	10,351	9,192
Equipment	3,818	1,085	4,903	1.097	871	1,968	6,871	6,808
Event space rental	184	(2)	184		•	-	184	-
Facilitating organization pass thru costs	-					- 13	-	4,100
Grant distribution	1,733,717	1,500	1,735,217		700	700	1,735,917	1,152,220
Information technology	4,679	1,628	6,307	1,270	1,764	3,034	9,341	7,949
In-kind services and donations:	,,,,,	-,	-,	-,				
Baby hats		040			347	1	-	_
Professional services			1	8,704		8,704	8,704	4,118
Public service announcements			- 3	-		28	-	· _
Supplies	2						-	-
Insurance		72		2,325	0.30	2,325	2,325	2,120
Marketing/advertising	48,316	166,514	214,830	453	1,533	1,986	216,816	115,244
Miscellaneous	i-		· -	1,302	570 -	1,872	1,872	1,414
Occupancy	40,235	10,272	50,507	11,471	9,324	20,795	71,302	70,373
Office expense	13,589	8,320	21,909	8,940	8,270	17,210	39,119	93,255
Postage and mailing	2,698	1,011	3,709	297	1,711	2,008	5,717	3,583
Printing and copying	-	7,653	7,653	366	- 142	508	8,161	3,201
Professional and contracted services	389,303	390	389,693	51,249	693	51,947	441,640	109,126
Professional development	9,696	216	9,912	3,372	. 261	3,633	13,545	44,033
Program supplies	5,629	9,173	14,802	100		*11	14,802	2,720
Refreshments		-	-			20	-	1,472
Telephone and internet	4,890	1,182	6,072	1,444	1,219	2,663	8,735	7,155
Travel	1,267		1,267	1,980	176	2,156	3,423	3,208
Total	\$ 2,962,280	\$ 340,578	\$ 3,302,858	\$ 269,813	\$ 181,755 \$	451,568	\$ 3,754,426	\$ 2,546,333

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

# Statement of Cash Flows For the Year Ended December 31, 2021 (with comparative totals for the year ended December 31, 2020)

Cash Flows From Operating Activities:       \$ 557,927       \$ 366,216         Adjustments to reconcile change in net assets to net cash provided by operating activities:       3,539       13,819         Loss on disposal of fixed assets       10,380       (122,142)         Change in beneficial interest       (238,485)       (122,142)         (Increase) Decrease In:       (238,485)       (20,578)         Accounts receivable       22,375       (20,578)         Contributions receivable       (100,000)       -         Grants receivable       (125,071)       (70,412)         Loan receivable       -       (101)         Prepaid expenses       (176)       1,664         Increase (Decrease) In:       -       1,293       156,651         Accounts payable       1,293       156,651         Accounts payable       1,293       156,651         Accrued expenses       (2,934)       31,303         Refundable advance       726,000       -         Contract liabilities       5,914       117,514         Net Cash Provided By Operating Activities       860,762       473,934         Cash Flows From Investing Activities       -       (34,018)         Net Cash Used By Investing Activities       -       (34,0	9		2021	13	- 2020
Adjustments to reconcile change in net assets to net cash provided by operating activities:  Depreciation 3,539 13,819  Loss on disposal of fixed assets 10,380  Change in beneficial interest (238,485) (122,142)  (Increase) Decrease In:  Accounts receivable 22,375 (20,578)  Contributions receivable (100,000)  Grants receivable (125,071) (70,412)  Loan receivable (176) 1,664  Increase (Decrease) In:  Accounts payable 1,293 156,651  Accrued expenses (2,934) 31,303  Refundable advance 726,000  Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities 860,762 473,934  Cash Flows From Investing Activities:  Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Cash Flows From Operating Activities:	**			達
to net cash provided by operating activities:  Depreciation 3,539 13,819  Loss on disposal of fixed assets 10,380 Change in beneficial interest (238,485) (122,142) (Increase) Decrease In:  Accounts receivable 22,375 (20,578) Contributions receivable (100,000) Grants receivable (125,071) (70,412) Loan receivable (125,071) (70,412) Loan receivable (176) 1,664  Increase (Decrease) In: Accounts payable 1,293 156,651 Accrued expenses (2,934) 31,303 Refundable advance 726,000 Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities: Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Change in net assets	\$	557,927	\$	366,216
Depreciation         3,539         13,819           Loss on disposal of fixed assets         10,380         -           Change in beneficial interest         (238,485)         (122,142)           (Increase) Decrease In:         -         (20,578)           Accounts receivable         (100,000)         -           Contributions receivable         (100,000)         -           Grants receivable         (125,071)         (70,412)           Loan receivable         -         (101)           Prepaid expenses         (176)         1,664           Increase (Decrease) In:         -         1,293         156,651           Accounts payable         1,293         156,651         31,303           Refundable advance         726,000         -         726,000         -           Contract liabilities         5,914         117,514         Net Cash Provided By Operating Activities         860,762         473,934           Cash Flows From Investing Activities:         -         (34,018)           Net Cash Used By Investing Activities         -         (34,018)           Net Change in Cash and Cash Equivalents         860,762         439,916           Cash and Cash Equivalents, Beginning of Year         639,010         199,094 <td>Adjustments to reconcile change in net assets</td> <td></td> <td>89 88</td> <td>:=</td> <td></td>	Adjustments to reconcile change in net assets		89 88	:=	
Loss on disposal of fixed assets       10,380         Change in beneficial interest       (238,485)       (122,142)         (Increase) Decrease In:       (20,578)         Accounts receivable       (100,000)       -         Contributions receivable       (125,071)       (70,412)         Loan receivable       -       (101)         Prepaid expenses       (176)       1,664         Increase (Decrease) In:       -       -         Accounts payable       1,293       156,651         Accrued expenses       (2,934)       31,303         Refundable advance       726,000       -         Contract liabilities       5,914       117,514         Net Cash Provided By Operating Activities       860,762       473,934         Cash Flows From Investing Activities:       -       (34,018)         Net Cash Used By Investing Activities       -       (34,018)         Net Change in Cash and Cash Equivalents       860,762       439,916         Cash and Cash Equivalents, Beginning of Year       639,010       199,094	to net cash provided by operating activities:				
Change in beneficial interest (Increase) Decrease In:       (238,485)       (122,142)         Accounts receivable       22,375       (20,578)         Contributions receivable       (100,000)       -         Grants receivable       (125,071)       (70,412)         Loan receivable       (101)       Prepaid expenses       (176)       1,664         Increase (Decrease) In:       Accounts payable       1,293       156,651         Accounts payable       1,293       156,651       31,303         Refundable advance       726,000       -         Contract liabilities       5,914       117,514         Net Cash Provided By Operating Activities       860,762       473,934         Cash Flows From Investing Activities:       (34,018)         Purchases of fixed assets       (34,018)         Net Cash Used By Investing Activities       -       (34,018)         Net Change in Cash and Cash Equivalents       860,762       439,916         Cash and Cash Equivalents, Beginning of Year       639,010       199,094	Depreciation		3,539		13,819
(Increase) Decrease In:       Accounts receivable       22,375       (20,578)         Contributions receivable       (100,000)       -         Grants receivable       (125,071)       (70,412)         Loan receivable       (101)         Prepaid expenses       (176)       1,664         Increase (Decrease) In:       -         Accounts payable       1,293       156,651         Accrued expenses       (2,934)       31,303         Refundable advance       726,000       -         Contract liabilities       5,914       117,514         Net Cash Provided By Operating Activities       860,762       473,934         Cash Flows From Investing Activities:       (34,018)         Net Cash Used By Investing Activities       -       (34,018)         Net Change in Cash and Cash Equivalents       860,762       439,916         Cash and Cash Equivalents, Beginning of Year       639,010       199,094	Loss on disposal of fixed assets		10,380		-
Accounts receivable       22,375       (20,578)         Contributions receivable       (100,000)       -         Grants receivable       (125,071)       (70,412)         Loan receivable       (101)       -         Prepaid expenses       (176)       1,664         Increase (Decrease) In:       -       -         Accounts payable       1,293       156,651         Accrued expenses       (2,934)       31,303         Refundable advance       726,000       -         Contract liabilities       5,914       117,514         Net Cash Provided By Operating Activities       860,762       473,934         Cash Flows From Investing Activities:       (34,018)         Net Cash Used By Investing Activities       -       (34,018)         Net Change in Cash and Cash Equivalents       860,762       439,916         Cash and Cash Equivalents, Beginning of Year       639,010       199,094	Change in beneficial interest		(238,485)		(122,142)
Contributions receivable Grants receivable (125,071) (70,412) Loan receivable (101) Prepaid expenses (176) Increase (Decrease) In: Accounts payable Accrued expenses (2,934) Refundable advance Contract liabilities Total Flows From Investing Activities: Purchases of fixed assets Purchases of fixed assets  Net Cash Used By Investing Activities  Net Change in Cash and Cash Equivalents  Cash and Cash Equivalents, Beginning of Year  (101) (102) (103) (104) (104) (105) (	(Increase) Decrease In:	75		12	
Grants receivable Loan receivable Prepaid expenses (176) Increase (Decrease) In: Accounts payable Accrued expenses (2,934) Refundable advance Contract liabilities Total Flows From Investing Activities: Purchases of fixed assets Purchase in Cash and Cash Equivalents  Purchase (Decrease) In:  1,293 156,651 1,293 156,651 1,293 156,651 1,293 156,651 1,293 1,303	Accounts receivable	37	22,375		(20,578)
Loan receivable Prepaid expenses (176) 1,664 Increase (Decrease) In: Accounts payable Accrued expenses (2,934) 156,651 Accrued expenses (2,934) 31,303 Refundable advance 726,000 Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities Purchases of fixed assets  Net Cash Used By Investing Activities  Net Cash and Cash Equivalents  860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Contributions receivable		(100,000)	48	
Prepaid expenses Increase (Decrease) In: Accounts payable Accrued expenses (2,934) Refundable advance Contract liabilities Total Provided By Operating Activities Purchases of fixed assets  Net Cash Used By Investing Activities  Net Cash and Cash Equivalents  Page 176,000 Formula 117,514 Formula 117,51	Grants receivable		(125,071)		(70,412)
Increase (Decrease) In: Accounts payable Accrued expenses (2,934) Refundable advance Contract liabilities Tontract liabilities  Net Cash Provided By Operating Activities Purchases of fixed assets  Net Cash Used By Investing Activities  Net Change in Cash and Cash Equivalents  Page 11,293 156,651 1,293 156,651 1,293 117,514 1	Loan receivable	10	-	<del>.</del>	(101)
Accounts payable 1,293 156,651 Accrued expenses (2,934) 31,303 Refundable advance 726,000 Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities 860,762 473,934  Cash Flows From Investing Activities: Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities (34,018)  Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Prepaid expenses		(176)		1,664
Accrued expenses (2,934) 31,303 Refundable advance 726,000 Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities 860,762 473,934  Cash Flows From Investing Activities: Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities - (34,018)  Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Increase (Decrease) In:			7	
Refundable advance Contract liabilities 726,000 Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities 860,762 473,934  Cash Flows From Investing Activities: Purchases of fixed assets 1 (34,018)  Net Cash Used By Investing Activities - (34,018)  Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Accounts payable	10	1,293		156,651
Contract liabilities 5,914 117,514  Net Cash Provided By Operating Activities 860,762 473,934  Cash Flows From Investing Activities: Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities - (34,018)  Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Accrued expenses		(2,934)		31,303
Net Cash Provided By Operating Activities 860,762 473,934  Cash Flows From Investing Activities: Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities (34,018)  Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Refundable advance	89	726,000		26
Cash Flows From Investing Activities: Purchases of fixed assets  Net Cash Used By Investing Activities  Net Change in Cash and Cash Equivalents  Cash and Cash Equivalents, Beginning of Year  Cash and Cash Equivalents, Beginning of Year  Cash Flows From Investing Activities:  (34,018)  439,916	Contract liabilities	# <u>**</u>	5,914	_	117,514
Cash Flows From Investing Activities: Purchases of fixed assets  Net Cash Used By Investing Activities  Net Change in Cash and Cash Equivalents  Cash and Cash Equivalents, Beginning of Year  Cash and Cash Equivalents, Beginning of Year  Cash Flows From Investing Activities:  (34,018)  439,916	Net Cash Provided By Operating Activities		860,762	*	473.934
Purchases of fixed assets (34,018)  Net Cash Used By Investing Activities - (34,018)  Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	, , ,		365	5)	, <b>,</b>
Net Cash Used By Investing Activities-(34,018)Net Change in Cash and Cash Equivalents860,762439,916Cash and Cash Equivalents, Beginning of Year639,010199,094	Cash Flows From Investing Activities:	76 20	g.		
Net Change in Cash and Cash Equivalents 860,762 439,916  Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Purchases of fixed assets	_	J. S. S. S.	_	(34,018)
Cash and Cash Equivalents, Beginning of Year 639,010 199,094	Net Cash Used By Investing Activities		ė i	_	(34,018)
	Net Change in Cash and Cash Equivalents		860,762		439,916
Cash and Cash Equivalents, End of Year \$ 1,499,772 \$ 639,010	Cash and Cash Equivalents, Beginning of Year	· ·	639,010	(#)	199,094
	Cash and Cash Equivalents, End of Year	\$	1,499,772	\$_	639,010

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

Notes to Financial Statements
For the Year Ended December 31, 2021

#### 1. Organization

**Vision for New Hampshire** – We envision a New Hampshire where all children grow up free from abuse and neglect.

Mission – We lead the drive to ensure safe, stable, and nurturing relationships and environments for children by educating, advocating, and collaborating.

New Hampshire Children's Trust, Inc. (the Organization) is mandated as the Governor's Designated Statewide Prevention Agency under Community-Based Child Abuse Prevention (CBCAP) as the New Hampshire chapter of Prevent Child Abuse America (PCAA), and as a member of the National Alliance of Children's Trust and Prevention Funds (the Alliance). Founded in 1986 as the New Hampshire Children's Trust Fund, a quasi-governmental organization, the agency transitioned to New Hampshire Children's Trust, Inc., a 501(c)(3) nonprofit corporation, in 2011.

The Organization impacts the lives of children and families through the following programs:

Family Strengthening and Support - Investments in primary prevention are essential to building a New Hampshire where children grow up free from abuse and neglect, and where all families have access to comprehensive and responsive supports, so they are healthy, learning and thriving now and in the future. The Organization operationalizes this strategy by providing comprehensive supports and services to mission-driven organizations. As New Hampshire's Family Resource Center Facilitation Organization & Quality Specialist (FO), the Organization coordinates resources and public awareness activities, and provides training and technical assistance for the implementation of operational quality control standards for Family Resource Centers (FRC) statewide to standardize practices and service delivery across programs. The Organization developed, implemented, and oversees New Hampshire's Kinship Navigation Program, which provides formal supports and services to kinship families statewide. Additionally, the Organization developed, implemented, and manages New Hampshire's Family Support Data System (FSDS), a common platform for agencies to track and report on program data and family outcomes. Data derived from FSDS is used to inform actions and service delivery. The Organization adheres to the Strengthening Families Framework and the Essentials for Childhood Framework to create the context for healthy children and

families through programs, policy, and social norms change with the ultimate goal being increased opportunities for *all* New Hampshire children and families.

• Community Education and Advocacy - This strategy focuses on the community and society domains of public health social ecological framework. Informed by the latest research, best practices and emerging best practices in child abuse and neglect prevention, it provides education and support to elected officials; community, faith and business leaders; parents; providers; and concerned citizens. It includes public education and awareness campaigns such as BE PREVENTION, Kinship Navigation, Family Support NH, and creates pathways for participant engagement through activity books and other materials so children can thrive in safe, stable, and nurturing environments.

#### 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 in accordance with accounting principles generally accepted in the United States of America (GAAP).

#### 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 December 31, 2020, 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.

#### Accounts Receivable

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). At December 31, 2021 and 2020, management believes all receivables to be fully collectable.

#### Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable. Management has determined that no allowance is necessary.

#### 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.

#### Property and Equipment

Property and equipment additions over \$2,500 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 7 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 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 2021 or 2020.

#### Beneficial Interest Held in Trust

The Organization is the beneficiary of an agency endowment fund held at the New Hampshire Charitable Foundation. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are to be used to plan and initiate programs to prevent child abuse and neglect. The value of the beneficial interest in the

trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as changes in net assets with donor restrictions. The assets in the trust will never be distributed to the Organization.

#### **Net Assets**

#### 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 donor restrictions, net assets for an operating reserve.

#### 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 events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. 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.

#### Revenue and Revenue Recognition

The Organization recognizes contributions 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 substantially met.

A portion of 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 we have 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. Grant revenue from contributions that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, is reported as net assets without donor restrictions.

Revenue derived from providing program services is recognized as the services are provided. Program service fees paid in advance are deferred to the period to which they relate. Payment for trainings and conferences is required before the service is provided and is recorded as a contract liability until the performance obligation is met. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

#### **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 value of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses 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 gift, and the expense is reported over the term of use.

#### Functional Allocation of Expenses

The costs of providing the Organization's various programs and 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 expenses are attributed 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. Expenses that relate solely to the functional categories are directly charged, however, there are certain expenses that are allocated. Expenses that are allocated include utilities, repairs and maintenance, depreciation, certain insurances, interest, salaries and wages, benefits, and payroll taxes, which are allocated based on time and effort estimates.

#### Measure of Operations

The Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, interest, and changes in the beneficial interest held in trust.

#### **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. In 2021 and 2020, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

#### **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 and money market accounts with financial institutions believed to be creditworthy. The Organization carefully manages its bank accounts and monitors deposits to ensure insurance limits are not exceeded. 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.

#### Fair Value Measurements

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 the 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 or liabilities 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

#### Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2020-07, Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; materials and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and will be effective for the Organization for the year ending December 31, 2022. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

#### Leases

In February 2016, the 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 December 31, 2022. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

#### Credit Losses

In June 2016, the FASB issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets, as well as the expected increases or decreases of expected

credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending December 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

#### 3. Liquidity and Availability

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, are comprised of the following at December 31, 2021 and 2020:

*	\$ \$ X	2021	2020
Financial assets at year end:		9	
Cash and cash equivalents	50.	\$ 1,499,772	\$ 639,010
Accounts receivable	E1	500	22,875
Contributions receivable		100,000 :	
Grants receivable		372,093	247,022
Loan receivable		10,302	10,302
Beneficial interest held in trust	200	1,841,236	1,602,751_
Total financial assets	58 56 °C	3,823,903	2,521,960
8.		¥8	18
Less amounts not available to be used w	ithin one year:		
Board-designated reserve		(524,380)	(180,013)
Net assets with donor restrictions:			£
Beneficial interest held in trust	<b>₹</b> %	(1,841,236)	_(1,602,751)_
Total financial assets available within or	ne year	1,458,287	739,196
Additional liquidity resources:	¥(30	#	
Bank line of credit		300,000	300,000
bank line of credit			300,000
Total financial assets and liquidity resou	rces		M 39
available within one year		\$ 1,758,287	\$_1,039,196
		-	

Time and purpose restricted net assets, included in net assets with donor restrictions, are expected to be met in less than one year and, therefore, are available for spending.

The Organization regularly monitors liquidity required to meet it 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 donor-restricted resources.

#### 4. Loan Receivable

In 2016, the Organization entered into a one-year, unsecured \$10,000 loan agreement with the New Hampshire Community Loan Fund (the Fund). The Organization has renewed the loan agreement annually and the loan has a current maturity date of June 30, 2022. Interest is compounded annually at a rate of 1% per annum. The Fund is a nonprofit voluntary corporation that provides services to lower income households and disadvantaged people in the form of housing, educational resources, and financing for community based development projects. The Organization believes the Fund directly implements the Center for the Study of Social Policy's Strengthening Families' Protective Factors by providing concrete supports to these families in times of need and increasing their social connections. Through the Fund's financial support of other community organizations, it also helps indirectly with the implementation of the Strengthening Families Framework last two Protective Factors: Parental Resilience, Knowledge of Parenting and Child Development, and Social and Emotional Competence of Children.

As discussed in Note 2, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 3 is for assets measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the asset. Using Level 3 valuation technique, the estimated fair value of the loan receivable at December 31, 2021 and 2020 has been determined to be \$10,302 and \$10,302, respectively.

#### Property and Equipment

Property and equipment is comprised of the following at December 31, 2021 and 2020:

* * *		2021		<u>2020</u>
Furniture, fixtures, and equipment	\$	36,127	\$	71,413
Less accumulated depreciation	· -	(11,104)	9 2	(32,471)
Total	\$_	25,023	\$_	38,942

Depreciation expense totaled \$3,539 and \$13,819 for the years ended December 31, 2021 and 2020, respectively.

#### 6. Beneficial Interest Held in Trust

The Organization is the beneficiary of an agency endowment fund created by New Hampshire RSA 169-C:39-c and held at the New Hampshire Charitable Foundation (the

Foundation). Pursuant to the terms of the resolution establishing this fund, property contributed to the New Hampshire Charitable Foundation is held as a separate fund specifically for the benefit of the Organization. A second agency endowment fund, the Lucy Fowlkes Breed Legacy Fund, was created in 2010. In accordance with its spending policy, the Foundation makes distributions from these funds to the Organization.

The beneficial interest held in trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. As discussed in Note 2, because there are no observable market transactions for assets similar to the beneficial interest held in trust, the valuation technique used by the Organization is a Level 3 fair value measure.

Lucy Fowlkes						
General	Bro	eed Legacy	,			
Endowment		<u>Fund</u>		<u>Total</u>		
- 1,585,858	\$	16,893	\$	1,602,751		
314,651		3,351		318,002		
(69,194)		(737)		(69,931)		
(9,481)	_	(105)	_	(9,586)		
1,821,834	\$_	19,402	\$	1,841,236		
	General <u>Endowment</u> 1,585,858 314,651 (69,194) (9,481)	General Brownent  1,585,858 \$ 314,651 (69,194) (9,481)	General Breed Legacy Endowment Fund  1,585,858 \$ 16,893  314,651 3,351  (69,194) (737)  (9,481) (105)	General Breed Legacy  Endowment Fund  1,585,858 \$ 16,893 \$  314,651 3,351 (69,194) (737) (9,481) (105)		

The change in the fair value of the beneficial interest held in trust is recognized in net assets with donor restrictions in the Statement of Activities.

#### 7. Accrued Expenses

Accrued expenses at December 31, 2021 and 2020 consist primarily of accrued salaries and accrued earned time.

#### 8. Contract Liabilities

Upon receipt of a prepayment for services, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer goods and services in the future. At December 31, 2021 and 2020, the Organization has recorded contract liabilities of \$123,428 and \$117,514, respectively. These amounts will be recognized as revenue when the Organization transfers goods and services and, therefore, satisfies its performance obligations.

Contract liabilities activity was as follows for the years ended December 31, 2021 and 2020:

- A		<u>2021</u>		2020
Beginning balance	\$	117,514	\$	*
Activity, net	-	5,914	-	117,514
Ending balance	\$	123,428	\$_	117,514

#### Line of Credit

The Organization has a line of credit with a bank that is secured by all assets of the Organization. In May 2020, maximum borrowing on the line was increased from \$50,000 to \$300,000. The line is payable on demand, with regular monthly payments of all accrued unpaid interest. Interest is variable based upon changes in an independent index, which is the highest Wall Street Journal Prime Rate, and is calculated using a rate of 1.5% over the index. At December 31, 2021 and 2020, the balance on this line of credit was \$0. The line was not utilized in 2021 or 2020.

#### 10. Net Assets

#### **Board-Designated Net Assets**

Board-designated net assets have been established to 1) meet the Organization's operational demands given its uneven annual cash flow cycle; 2) be prepared for managing uncertainties associated with federal funding; and 3) be positioned to take advantage of opportunities for new initiatives and program expansion. Board policy states that any interim use of these funds, when used to assist with the Organization's cash flow, should be replaced within sixty days. The balance of board-designated net assets at December 31, 2021 and 2020 was \$524,380 and \$180,013, respectively.

#### **Net Assets With Donor Restrictions**

Net assets with donor restrictions are comprised of the following at December 31, 2021 and 2020:

	20	<u>2021</u>		2020
Subject to the passage of time:	4		0.6	
Operating support - future years	\$	100,000	\$	20
Subject to expenditure for a specified purpose:	50		12	
Strengthening Families Framework		45,000		37,800
Summit sponsorships		-		5,900
Other '	,	689		2,689
# (A)		145,689		46,389
Perpetual in nature:	17			
Beneficial interest held in trust	£	1,841,236		1,602,751
Total	\$	1,986,925	\$	1,649,140

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31, 2021 and 2020:

-	20			34	2021		2020
Satisfaction of pu	rpose rest	rictions	<b>:</b> :				97
Strengthening F	amilies Fr	amewo	rk	\$	37,800	\$	97,300
Summit sponso	rships			30	22,250		4,500
New Hampshire	Family N	ow pod	casts		-		7,000
My Voice Matte	ers				20		3,000
Other				2	6,000	_	1,000
Total	•	0.51	9	\$_	66,050	\$_	112,800

#### 11. Grants and Conditional Contributions

The Organization was awarded federal Community-Based Child Abuse Prevention (CBCAP) grants from the U.S. Department of Health and Human Services. These funds are from the Child Abuse Prevention and Treatment Act Title II program and are allocated to states on a per child formula. Since 1996, the Governor of New Hampshire has designated New Hampshire Children's Trust, Inc. as the State Lead Agency eligible to apply for and receive these funds. The CBCAP funds are used to strengthen and improve prevention programs and activities. Whereas CBCAP is a cost-reimbursable grant, \$368,778 and \$368,063 have not been recognized at December 31, 2021 and 2020, respectively, because qualifying expenditures have not yet been incurred.

In June 2019, the Organization was awarded a grant with the State of New Hampshire Department of Health and Human Services to provide Family Resource Center (FRC) facilitation and organization services in an amount not to exceed \$1,004,646 and with a completion date of June 30, 2021. In December 2019, the grant was amended to increase the funding to \$3,021,874, retroactive to October 1, 2019 with no change to the completion date. Under this grant, the Organization provides coordination, support, training, and technical assistance for the implementation of operational and quality control standards for all FRC's statewide in order to increase the number of FRC's receiving the Family Resource Center of Quality (FRC-Q) designation and standardize FRC and FRC-Q delivery of services. The Organization also provides support to kinship caregivers who are caring for family members because of the placement by the Division of Children, Youth and Families (DCYF). In July 2021, the Organization was awarded a second grant in an amount not to exceed \$2,533,600 and with a completion date of June 30, 2023. Whereas these are cost-reimbursable grants, \$2,084,904 and \$1,296,731 have not been recognized at December 31, 2021 and 2020, respectively, 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 Grant Guidance, and review by grantor agencies. The 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.

At December 31, 2021 and 2020, contributions of approximately \$0 and \$20,000, respectively, have not been recognized in the accompanying Statement of Activities because the conditions on which they depend have not yet been met.

#### 12. Donated Professional Services and Materials

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. The following donated services and goods met the criteria for recognition in these financial statements for the years ended December 31, 2021 and 2020 based upon GAAP:

<u>Descrip</u>	tion/purpo	<u>ose</u>				2021		2020
Baby to Baby supplies	5	**			\$	5,200	\$	-
Legal consultation	·							3,343
Board retreat meeting	gspace		335			2,346		
Subscription fees		111			_	1,158	2	775
<b>Total</b>		9	8	120	\$ ·	8,704	\$	4,118

#### 13. Retirement Plan

The Organization participates in a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization who have worked at least 1,000 hours during the 12-month period immediately following the date of hire. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Contributions made to the plan by the Organization for the years ended December 31, 2021 and 2020 totaled \$43,696 and \$22,728, respectively.

#### 14. Designated Funds with New Hampshire Charitable Foundation

The Organization is the beneficiary of three designated funds held at the New Hampshire Charitable Foundation (the Foundation). Under these agreements, amounts that are donor designated for this purpose are transferred permanently to the Foundation. In accordance with FASB ASC 958-605-25, amounts received for the endowment fund are not recorded as income and are not included as assets in these financial statements. Rather, the contributions are recorded as assets and as income of the Foundation. The fair market value of these endowment funds was as follows at December 31, 2021 and 2020:

7) · 8 · 8	2 · 1		<u>2021</u>		<u>2020</u>
GPCF Child Abuse Fund		\$	383,897	\$	334,254
Lou and Lutza Smith Endov	wment Fund		534,450		465,339
Lou and Lutza Smith Admir	nistrative Endowment Fund		356,222		310,158
Total	194 8 Tu	\$_	1,274,569	\$_	1,109,751

In accordance with its spending policy, the Foundation makes distributions from the funds to the Organization to offset its supporting services expenses. Total distributions received were \$48,420 and \$38,515 for the years ended December 31, 2021 and 2020, respectively.

#### 15. Operating Leases

In August 2016, the Organization renewed the lease on its office space for a five-year period. As part of the agreement, the Organization is also required to pay monthly estimated real estate taxes based on its proportionate share of the leased office space. In July 2019, the Organization amended the lease agreement, which included moving its office space to a larger suite, but at the same location, and extending the term until December 2022. In July 2020, the Organization amended its office space lease agreement to occupy additional office space. Rent expense, which is included in

occupancy in the Statement of Functional Expenses, totaled \$64,337 and \$55,470 for the years ended December 31, 2021 and 2020, respectively.

The following is a schedule of future minimum rental payments as of December 31, 2021:

<u>Year</u>	_	Amount		
2022	\$_	66,333		
Total future minimum rental payments	\$_	66,333		

In July 2022, the Organization entered into a five-year non-cancellable lease for new office space at a new location, commencing on October 1, 2022.

In 2018, the Organization entered into a 48-month non-cancellable lease agreement for office equipment, scheduled to expire in 2022. In July 2020, the Organization amended the lease agreement to include the cost of additional office equipment, increasing the fixed monthly rental payments from \$394 to \$518.

#### 16. Concentration 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. During the years ended December 31, 2021 and 2020, federal grants and contracts accounted for 87.2% and 86.7%, respectively, of total operating revenues.

#### 17. Agency Agreement with New Hampshire Division for Children, Youth, and Families

The Organization acts as an agent on behalf of the New Hampshire Division for Children, Youth, and Families (DCYF), where the Organization purchases goods or pays for services when authorized and requested by DCYF. These requests are referred to as "flex fund" requests and DCYF reimburses the Organization for the purchases or payments. DCYF determines the families that are eligible to receive the goods or services. Whereas the Organization is acting in a fiscal agent capacity, the activity under this agreement is not recorded as revenues and expenses, in accordance with GAAP. Total activity in 2021 and 2020 amounted to \$14,493 and \$45,851, respectively.

#### 18. Commitments and Contingencies

#### COVID-19

The COVID-19 outbreak in the United States of America has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on

the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those served, funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the Organization's financial condition or results of operations is uncertain; however, to date the Organization has been able to operate at 100% capacity.

#### 19. Subsequent Events

Subsequent events have been evaluated through October 27, 2022, the date the financial statements were available to be issued.



NH Children's Trust Board Contact List - 2023

-
<u> </u>
Name, Credentials, Board Title
BRIAN BEALS
***
NATALIA S. BEAULIEU, JD
Governance Chair
TAYLOR BREED
JENN CRONIN
Board Chair
JANICE FITZPATRICK
Treasurer, Finance Chair
LAURA GOUPIL
SOOZE HODGSON, MD
3
KAREN KERSTING
MARK KNIGHTS, ESQ.
Vice Chair
ERIN MASKWA
Development Chair
ADAM MEMMOLO
PATRICIA ROBITAILLE
£:
CHRISTINE TAPPAN

#### MISSION STATEMENT

My mission as a nonprofit professional is to increase the impact of an organization and the effectiveness of their staff, programs and key stakeholders. I seek a leadership position that requires my extensive nonprofit management experience, communications skills, leadership ability and passion for the nonprofit sector to forge effective strategies for meeting organizational goals and objectives.

#### **QUALIFICATIONS SUMMARY**

- Innovative team leader and motivator with strong management skills and over 25 years experience spanning the environmental, nonprofit and business sectors.
- Highly accomplished Executive Director with 12 years experience successfully directing two premier nonprofit organizations in New England.
- Proven track record building relationships in the community and creatively accomplishing goals through fundraising initiatives, program management and outreach.
- Raised over \$12 million for charitable organizations to date through personal solicitation, capital campaigns and grant development.

#### **BUSINESS EXPERIENCE**

### New Hampshire Children's Trust, Concord, NH Executive Director

2019 - present

- Responsible for overseeing the administration, programs and strategic plan of the organization, while being the face of the NHCT working closely with the Board of Directors, government officials, community partners and the public.
- Work to increase and promote the visibility and the engagement of the Trust with local, state and national partners, donors and volunteers. Other duties include fundraising, marketing and community outreach.

### Agassiz Village, Lexington, MA Executive Director

2010-2019

- Currently, leading the reorganization, financial growth and stabilization of this 75 year old residential summer camp for underserved youth in the greater Boston area.
- Successfully overcame \$50,000 deficit while creating a \$190,000 budget surplus and doubling program participation in less than two years.
- Leading an extensive strategic planning process in conjunction with Harvard Business School to develop a long-range plan for growth.
- Cultivating key partnerships and strategic alliances with other Boston area nonprofit organizations to expand resources and increase mission delivery.

Beaver Brook Association, Hollis, NH Executive Director www.beaverbrook.org 2000-2010

(Beaver Brook Association is a nonprofit, environmental education and land stewardship organization with a mission to promote an understanding of interrelationships in the natural world and to encourage conservation of natural resources through education and land stewardship.)

- Led the successful reorganization and expansion of operations, programming and funds development doubling program participation, donor base and revenues in three years.
- Implemented Board governance protocols and operational procedures to improve efficiencies and minimize expenses. Restructuring education programs led to a 325% increase in revenues with a minimal increase in expenses.
- Spearheaded the development and execution of the organization's first capital campaign—reaching a goal of \$1.7 million. Led effort to place conservation easements on organization's holdings using funds from the campaign.
- Increased volunteer base from 50 to 200 volunteers through program development and outreach initiatives. Created the Eco-Team volunteer program that expanded our corporate volunteer corps and increased corporate support.
- Built a successful grant writing program and cultivated corporate sponsorships and gifts.
- Managed administrative staff of eight and more than 30 seasonal educators and presenters.

### Environmental Resources Management, Ewing, NJ Community Relations Manager

1994-1999

- Counseled major corporate clients from the utilities, pharmaceutical, petrochemical, telecommunications and manufacturing industries on community relations outreach strategies. Managed more than \$500,000 in project budgets.
- Developed and implemented comprehensive strategic communications plans for the successful completion of client projects, including hazardous waste clean up, eco-restoration and facilities siting.
- Plan implementation included organizing community action panels and public meetings, developing communications materials and orchestrating consensus building among community and governmental leaders.

### Dynamac Corporation, Philadelphia, PA Community Relations Specialist

1992-1994

- Managed community and media relations for more than 24 United States Environmental Protection Agency (US EPA) hazardous waste sites under the Superfund law.
- Developed communications strategies and plans to aid in the successful clean up of contaminated sites, including the second-most contaminated site in the US.
- Organized public meetings and developed and distributed communications materials in support of US EPA's technical plans and investigations. Demonstrated a strong proficiency in disseminating technical data and jargon for public consumption.

#### Walter E. Fernald School, Waltham, MA

1988-1992

#### Director of Communications and Volunteer Services

(The oldest publicly funded facility for adults with mental retardation in the western hemisphere, dating back to 1848.)

- Managed all internal and external communications for a facility with 2,300 employees and 700 residents, including media relations, special events and communications and marketing materials.
- Developed and maintained an extensive volunteer services program, resulting in growth from 50 to 1,000 volunteers in less than three years.
- Successfully developed media crisis management protocols to improve the reputation of the facility and gain support of key stakeholders, donors and families.

#### United Way of Stamford, Stamford, CT Communications Associate and Photographer

1987-1988

Developed, wrote and designed newsletters, campaign updates and brochures

Assisted in planning and implementing special events

#### **EDUCATION**

Antioch College, Institute for Nonprofit Management Leadership Training Duquesne University, B.A., Public Relations
New England College, Minor, Environmental Science

#### RECOGNITION

Honored by the Nashua River Watershed Association as one of the "Forty on our Fortieth" award recipients Souhegan Valley Chamber of Commerce Business of the Year Award – Beaver Brook Association

#### Rebecca S. Berk, M.Ed.

#### **PROFILE**

Highly skilled and versatile nonprofit executive with broad experience in education, family support, management, data analysis, data-based strategic planning, grant writing, and program development.

#### PROFESSIONAL EXPERIENCE

#### New Hampshire Children's Trust, Concord-Impact and Evaluation Director

July 2020-present

- Encourages a consistent culture of evaluation and Continuous Quality Improvement (CQI) among staff and partners.
- Works with staff and partners to establish evaluation needs, including identifying success metrics and key performance indicators (KPIs).
- Develops and deploys evaluative tools to assess the effectiveness of new and ongoing organizational and state-wide projects.
- Uses data to provide actionable insights about how Family Resource Centers and others are interacting with the community to expand participation in services and programs.
- Supervises and directs the creation of interactive, easy to understand visualizations and dashboards that drive action and communicate the impact of NHCT and FRC work.
- In partnership with the Communications team, writes data summaries, final reports, and other pieces of writing, intended for lay audiences. Advises and, when asked, takes a lead role on evaluation for various organizational projects, including the strategic plan.
- Works in partnership with staff in developing and using logic models and theories of change for major programmatic initiatives.
- Oversees the process of training and providing technical assistance to staff in 16 Family Resource Centers and state level partners on the effective use of a common data platform
- Monitors data completion and accuracy, ensures data validity, generates reports for CQI and outcomes review.
- Oversees ongoing design, customization, and improvement of data collection systems and tools, including QuickBase, FormStack, and others as appropriate, always in pursuit of further streamlining and coordinating the collection of data.
- Manages regular reporting schedule and ongoing system monitoring for the collection and dissemination of data, dashboards and reports to NHCT staff, directors, key stakeholders, and Family Resource Centers.
- Manages work with external evaluators.
- Supervises and supports the Data and Organizational Performance Manager.

### Future In Sight, Concord Director of Education Services

July 2018-June 2020

- Led and supported a dynamic department of itinerant, specialized teachers to serve blind and visually impaired students statewide in New Hampshire public schools, including budget, caseload management, and data for continuous quality improvement
- Restructured business model to support 18% growth in personnel and service provision
- Coordinated the development of NH state guidelines on the education of students who are blind
  or visually impaired; NH is now one of only six states with such guidelines
- Managed cutting-edge research on the alignment of student evaluations, recommendations for student support, and the final provisions in the IEP
- Initiated Parent Support Network for parents of students with visual impairments

### Breakthrough Manchester, Manchester Executive Director

March 2014-July 2018

- Restructured this 25-year old initiative for low-income, first generation and racially/ethnically diverse students from a three-year enrichment program to a six-year college access program
- Executed a complex program shift over three years and negotiated a partnership agreement with ..... Southern NH University to extend programming through high school for Breakthrough students
- Increased fundraising by 89% over a four-year period and grew the donor base by 44% in the same time frame, diversified and enhanced funding streams and sources
- Revamped 8-day Training Institute for Teaching Fellows in lesson planning, classroom management, teamwork, conflict resolution and working with diverse student populations
- Redesigned website and communications strategy to increase donor and stakeholder engagement, including a 62% increase in Facebook followers

### NH Children's Trust, Inc., Concord . Quality Improvement Director

2010-2014

- Co-authored two successful federal proposals (\$1.4 million each) with NH Department of Health and Human Services to develop a coordinated home visiting system in the state
- Built capacity of 11 NH community agencies, through training and technical assistance, to implement Healthy Families America (HFA), an evidence-based model of home visiting for low income, diverse women, and families
- Developed protocols and tools to support effective collection and use of qualitative and quantitative data, including sophisticated spreadsheets for longitudinal collection and trend analysis of data
- Trained NH Children's Trust staff and board members in the use of logic models, performance metrics and dashboards for organizational and program monitoring
- Revamped staff work plans to align with new strategic direction for organization
- Directed the development of a web-based statewide referral system to connect families to appropriate family support programs

### Southeastern Regional Education Service Center (SERESC), Bedford 2004-2010 Associate Director, NH Center for Effective Behavioral Interventions and Supports

- Directed internal and external program communication and coordination of statewide positive behavior interventions and support (PBIS) initiative
- Established and maintained positive relationships with staff in 140 implementing schools, 19 contracted consultants and four program staff

- Employed triangulation of qualitative and quantitative data from multiple sources to evaluate student discipline data, outcome measures and school systems change indicators
- Contributed to successful federal grant proposals to integrate school and mental health for NH children
- Developed comprehensive project communications, including website, e-newsletters, webinar workshops, online event management and on-line data collection protocols
- Coordinated program staff restructuring to align with changing initiatives
- Co-author, "Creating Home-School Partnerships" Teaching Exceptional Children July 2008

### **EDUCATION**

Swarthmore College; B.A. in Biology
Antioch University New England, M.Ed. in Administration, Supervision & Management

### REFERENCES

Available on request

## **NATHAN J. FINK**

Advocate, Educator, Optimist

## **EXPERIENCE**

### Director of Advancement

New Hampshire Children's Trust

Sept 2018 - ongoing ♥ Concord, NH

Leading Communications, Marketing, and Development for New Hampshire
 Children's Trust, the Governor's designated statewide community-based child
 abuse prevention agency, NH's chapter of Prevent Child Abuse America, and a
 member of the National Alliance of Children's Trust & Prevention Funds.

### **Community Relations & Grants Coordinator**

### The Mental Health Center of Greater Manchester

m Oct 2015 -Aug 2018 ♥ Manchester, NH

- Developed an extensive grant portfolio worth over \$5 million in private, state, and federal appeals.
- Leadership Team Member and agency representative at various high profile charitable events, forums, and educational presentations.
- Head copywriter, speechwriter, and content generator, contributing editor of the website re-design team, MHCGM's Narrative Bank and blog writer.

### Visiting Assistant Professor

#### **DePaul University**

Sep 2011 - June 2015 ♥ Chicago, IL

Executed full 3/3/3 course load (quarter system) of self-designed, department approved curriculum.

- Member of various committees exploring the NYT pilot program, DePaul's Student Showcase, and Fulbright Scholarship preparation.
- · Multiple student organization adviser and general enlistee manager.
- · Frequent regional and national educational conference presenter.

### Co-Creator, GM, & Head of Sales

### Outdoor Outlet, LLC

\$\$\frac{1}{40}\delta \delta \

- Co-Creator, designer, and manager of 3 commerce websites, employing 10+ employees in a 15,000 square foot facility.
- · Propelled net sales to \$350,000+ in peak months.
- Branded and marketed sites on various online platforms (social media), while compiling, analyzing, and reporting financial data.
- Integral In the purchasing of wholesale product and subsequent logistical distribution.





Presence of mind

I had to make more time for my sons

The dynamic PR team.

Q My sincere belief

that talent is a function of curiosity

## **STRENGTHS**

Oration, Diplomacy, Cultural Sensitivity, Planning & Logistics, Writing/Editing, Persistence

## **LANGUAGES**

English

Native

00000

Spanish

Advanced

0000

## **EDUCATION**

MFA, Writing

University of New Hampshire GPA

4.00 / 4.00

🕮 Sep 2009 - May 2011

BA, English

CDA

**University of Wisconsin** 

3.86 / 4.00

Sep 2001 - May 2004

## **NICHOLAS RISO**

### Experience

Accounts Payable Clerk • July 2009 – February 2010

Partnership for Successful Living • 45 High Street, Nashua, NH 03060

Responsible for: processing invoices, daily bank deposits, coding invoices, reception coverage, internal Medicaid audits, tracking cash balances, and mailing payments.

Accounts Receivable Clerk • March 2010 – August 2010
Partnership for Successful Living • 45 High Street, Nashua, NH 03060

Responsible for: daily bank deposits, processing payments, client accounts, grants receivable, security deposits, collections, evictions, tracking payments, and providing reports to management.

Senior Staff Accountant • August 2010 – January 2017 Partnership for Successful Living • 45 High Street, Nashua, NH 03060

Responsible for: general ledger activity for Partnership for Successful Living, bank reconciliations, balance sheet reconciliations, journal entries, payroll processing, grant drawdowns, budgets, cash transfers, tracking capital expenditures, track construction projects, maintain fixed assets, oversee accounts payable/accounts receivable, and month end closings.

Financial Specialist • January 2017 – November 2020

Partnership for Successful Living • 77 Northeastern Blvd, Nashua, NH 03063

Responsible for: Maintaining general ledger, maintain fixed assets, bank reconciliations, monthly reporting, reviewing financials, journal entries, grant drawdowns, contract procurement, reconcile accounts payable/accounts receivable, providing financial projections and budgets to upper management, and month end closings.

Accountant/Controller • November 2020 - January 2022

New Hampshire Children's Trust • 10 Ferry Street Suite 307, Concord, NH 03301

Responsible for preparing accounts payable and accounts receivable invoices, month end closing, reconcile bank statements, prepare and submit budgets for contracts, grant compliance, and financial reporting to executive director and board. Also responsible for facilitating audit and monitoring budgets with programs managers, maintaining fixed assets, and any other projects associated with finance and accounting.

Director of Finance - January 2022 - Current

Responsible for preparing accounts payable and accounts receivable invoices, month end closing, reconcile bank statements, journal entries, grant invoicing, prepare and submit budgets for contracts, grant compliance, financial projections, and financial reporting to executive director and board. Also responsible for facilitating audit and monitoring budgets with programs managers, maintaining fixed assets, and any other projects associated with finance and accounting.

### Skills

 Proficient in non-profit accounting software MIP, Microsoft Office applications, writing, communication, and technology. Familiar with QuickBooks.

### Education

Raymond High School - 2004

Southern New Hampshire University 2013 • AS Business Administration 2016 • BS Business Administration

Completed associates degree in business administration with highest honors. Member of Phi
 Theta Kappa, Alpha Sigma Lambda, and Delta Mu Delta honor societies, completed bachelor
 degree Magna Cum Laude.

References- Furnished upon request

## CONTRACTOR NAME -

## Key Personnel

				8.
Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Cliff Simmonds	Executive Director	\$160,968	67%	\$107,848
Becky Berk	Senior Program Director	\$96,523	95%	\$91,709
	(Interim)			
Nathan Fink	Director of Advancement	\$101,350	65%	\$65,877
Nicholas Riso	Director of Finance	\$101,350	69%	\$69,931
12.4				8

Lori A. Weaver Interim Commissioner

> Karen E. Hebert Director

## STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

## DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9474 1-800-852-3345 Ext. 9474 Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

December 29, 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 Economic and Housing Stability, to enter into a Sole Source amendment to an existing contract with New Hampshire Children's Trust, Inc. (VC #218449), Concord, NH for the engoing support of Family Resource Centers (FRCs) across the state to receive the "Family Resource Center of Quality" (FRC-Q) designation to achieve national standards, assist youth and families involved with the Juvenile Justice system, further support the Kinship Navigator Program, provide training to community-based providers of family support services, and to continue addressing health disparities across the state by exercising a contract renewal option by increasing the price limitation by \$2,991,422 from \$4,733,465 to \$7,724,887, and extending the completion date from June 30, 2023 to June 30, 2024, effective upon Governor and Council approval. 52.36% Federal Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #41, amended on October 13, 2021, item #20, and most recently amended on April 6, 2022, item #8.

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

### See attached fiscal details.

### EXPLANATION

This request is **Sole Source because** MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is uniquely qualified to provide statewide support to FRCs because the Contractor has been working effectively applying evidence-based standards and services to kinship families with the goal of strengthening families statewide.

The purpose of this request is for the Contractor to continue to provide infrastructure and support for the statewide network of FRCs, including the Kinship Navigation Program, community-based training, and the Community Health Workers (CHW) staffing support, with additional funds appropriated within Senate Bill 444 (SB444) to support the services. In addition, this request will expand the scope of services to include Juvenile Justice Integration.

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

SB444 was signed into law by the Governor on June 17, 2022, effective July 1, 2022. SB444 was enacted to mitigate adverse childhood experiences and appropriated the sum of \$1,000,000 to the Department to provide continued support to the FRCs as services include work designed to mitigate adverse childhood experiences. This funding will allow the FRCs to better serve families, prepare for "Family Resource Center of Quality" (FRC-Q) designation, enhance coordination with early childhood systems such as Adverse Childhood Experiences Response Team, Community Collaborations and support evidence-based programs including homevisiting programs, and support the current critical work of the FRCs.

This request is also to expand the scope of service to include Juvenile Justice Integration and to add funding for three (3) existing services at the FRCs:

- 1. <u>Juvenile Justice Integration</u> will continue to advance the Department's initiative to transform and improve the State's Juvenile Justice System by providing a private meeting space at each FRC, as a convenient location for the youth and their family; enabling the Juvenile Probation Parole Officers (JPPO) to meet and work with the youth and family to in a community-based setting. In this environment, the JPPO will work to engage with youth and families in a supportive and collaborative environment. At the initial point of contact with law enforcement, the JPPO will work with youth and their families to conduct a formal Child and Adolescent Needs and Strengths (CANS) assessment. This assessment provides law enforcement with recommendations regarding the level of intervention needed for youth and their families. The Department has determined the FRCs are supportive and convenient locations for youth and their families.
- 2. <u>Kinship Navigation</u> will expand case management and barrier resolution supports to families that are in a kinship relationship. The added funding will allow the Contractor to provide additional technical assistance, training and support for the ongoing program evaluation to ensure best practices as Kinship Navigator caseloads continue to increase statewide. There are currently 645 Kinship families participating in this program.
- Training to community-based providers in evidence-based services will be expanded statewide to providers of Comprehensive Family Support Services. Trainings includes Motivational Interviewing, Strengthening Families' Protective Factors and Standards of Quality.
- 4. Community Health Workers will continue to deliver comprehensive supports provided by FRCs and specifically address some of the economic and health impacts related to COVID-19. CHWs will provide resource identification and connections to mental health, health care, substance use disorder, economic supports, and food and nutrition programs for families.

Through this contract, the Contractor administers a data system used by all FRCs. This data platform is now supporting FRCs with consistent, statewide data collection and outcomes, enabling the Department to measure the positive impact of the services FRCs provides to support family strengthening and child well-being. The data platform provides several dashboards and reports; including periodic, performance metrics, demographic and disparitles reports.

Approximately 8,252 families will be supported through this amendment;

- 6,400 families will continued to be served annually through the FRCs;
- Approximately 1,000 families will be served annually through Juvenile Justice Integration;

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

- Approximately 250 additional families will be served annually through Kinship Navigation; and
- Approximately 602 families will be served annually through the work of the CHWs.

In addition to the families being served:

- Approximately 75 additional community-based agencies will be served annually with training; and
- Approximately 15 CHWs will continue to provide support under the Health Disparities Grant to the statewide network of FRCs.

As referenced in Exhibit A, Section 1., Revisions to Form P-37, General Provisions, 3.3, of the original agreement, the parties have the option to extend the agreement for up to four (4) 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 one (1) of the four (4) years available.

Should the Governor and Council not authorize this request the Department will be unable to expand the Kinship Navigator Program, train community-based providers and address health disparities due to COVID-19; The Juvenile Justice system will not have these supportive and convenient locations to meet with youth and their families. These services contribute to the development of healthy families, which contribute to the development of healthy communities.

Area served: Statewide.

Source of Fedéral Funds:

CFDA #93:136, FAIN#NU17CE924984; CFDA #93:556, FAIN #20011NHPKIN & 2101NHPKIN; CFDA #93:67, FAIN #90CA1858; CFDA #93:391, FAIN #NH75OT000031; CFDA #93:575, FAIN #2101NHCSC6; CFDA #16:54, FAIN #2019-JX-FX-0052; General Funds, Governor's Commission and General Funds.

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

Respectfully submitted,

Lone Weaver Interim Commissioner

2.3

### Fiscal Detail Sheet Amendment #3

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP

100% General Funds

New Hamoshire Children's Trust, Inc.

Vendor #218449

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	45001601	\$325,000	\$0	\$325,000
2023	102-500731	Contracts for Prog Svc	45001601	\$325,000	\$1,000,000	
2023	102-500731	Contracts for Prog Svc	45001601	\$0	\$325,000	
2024	102-300/31	Sub Total	N	\$650,000	\$1,325,000	\$1,975,000

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP

100% Federal Funds

Vendor #218449

State Fiscal	Class / Account			Current Amount	Increase (Decrease)	Ravised Amount
Year 2022	074-500589	Grants for Pub Assist and Reli	45001602	\$199,800	\$0	
2023	074-500589	Grants for Pub Assist and Reli	45001602	\$199,800	\$0	\$199,800
2024	074-500589	Grants for Pub Assist and Reli	45001602	\$0	\$199,800	
2024	[4]	Sub Total		\$399,600	\$199,800	\$599,400

05-095-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES

100% Federal Funds

Vendor #218449

New Hamost	ilre Chillaren \$ 110st, 1	nç.	28.0	TOTAL TOTAL	-	
State Fiscal Year		Class Title	Job Number Current Amount		Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90050405	\$831,618	135	\$831,618
2022	102-500731	Contracts for Prog Svc	90050405	\$747,247	\$288,222	\$1,035,469
2023	102-500731	Contracts for Prog Svc	90050405	\$0	\$0	\$0
2024	102-300731	Sub Total		\$1,578,865	\$288,222	\$1,867,087

05-95-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: BEHAVIORAL HEALTH DIV, Bureau of Drug & Alcohol Sycs, Governor Commission Funds

100% General Funds

New Hampsh	ilre Children's Trust	Inc.		Venoor #2 10449		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	'Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	92058502	\$100,000	\$0	\$100,000
2023	102-500731	Contracts for Prog Svc	92058502	50	\$100,000	\$100,000
2024	102-500731	Contracts for Prog Svc	92058502	\$0	\$0	*> \$0
2024	102 000/01	Sub Total	a di	\$100,000	\$100,000	\$200,000

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

100% Foderal Funds:

Vandor #219440

New Hampsh	nire Children's Trust, I	nc.		. Vendor #210449						
State Fiscal Year		Class Title	Job Number	Current Amount .	(Decrease)	Revised Amount				
2022	102-500731	Contracts for Prog Svc	90070470	\$35,000.00	\$0.00	\$35,000.00				
2023	102-500731	Contracts for Prog Svc	90070470	· \$0.00		\$0.00				
2024	102-500731	Contracts for Prog Svc	90070470	\$0.00						
	3 ES	Sub Total	_	\$35,000.00	\$0.00	\$35,000.00				

05-095-090-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

100% Federal Funds

New Hampshire Children's Trust, Inc.

Vendor #218449

State Fiscal Year	Class / Account	Class Title	Job Number .	-Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	TBD	\$910,000	\$0	\$910,000
2023	102-500731	Contracts for Prog Svc	TBD	\$910,000	\$930,000	\$1,840,000
2024	102-500731	Contracts for Prog Svc	TBO	Ş0	\$0	\$0
		Sub Total	\$1	\$1,820,000	\$930,000	\$2,750,000

05-095-042-421110-24300000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE STABILIZATION

100% Federal Funds

New Hampshire Children's Trust, Inc.

Vendor #218449

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	(Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	42117774	\$37,499	\$0	\$37,499
2023	102-500731	Contracts for Prog Svc	42117774	\$112,501	\$0	\$112,501
2024	102-500731	Contracts for Prog Svc	42117774	\$0	\$0	SO
2027	702,000	Sub Total	36	\$150,000	<b>\$</b> 0	\$150,00 <u>0</u>

05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP

100% Foderal Funds

New Hamoshire Children's Trust, Inc.

Vendor #218449

UGM LISHIDZE	me Cimules is 11031	, 1116.		7 G/10 G/ 1/2 / 10 / 10		
State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	072-509073	Contracts for Prog Svc	42140614	\$0.00	\$0.00	
2023	072-509073	Contracts for Prog Svc	42140614	\$0.00	\$74,200.00	
2024	072-509073	Contracts for Prog Svc	42140614	\$0.00	\$74,200.00	
C 10	25	Sub Total		\$0.00	\$148,400.00	\$148,400.00

Overell Total \$4,733,465 \$2,991,422 \$7,724,887

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

This Amendment to the New Hampshire Family Resource Center Facilitation Organization and Quality Specialist contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Children's Trust, Inc. ("the Contractor").

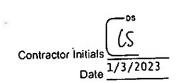
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #41), as amended on October 13, 2021 (Item #20), and as amended on April, 6, 2022 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified 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

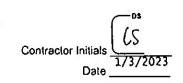
WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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:

- Form P-37, General Provisions, Block 1.6, Account Number, to read:
  - 1. 05-095-045-450010-72160000;
  - 2. 05-095-090-9020-50400000;
  - 3. 05-095-092-920510-33820000;
  - 4. 05-095-090-902010-70470000;
  - 5. 05-095-090-901010-57710000;
  - 05-095-042-421110-24300000; and.
  - 7. 05-095-042-421410-79060000.
- 2. Form P-37, General Provisions, Block 1.7, Completion Date, to read: June 30, 2024.
- 3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$7,724,887.
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Robert W. Moore, Director.
- 5. Modify Exhibit B, Scope of Services Amendment #1, by adding Section 1.48, to read:
  - 1.48. The Contractor shall subcontract with the statewide network of Family Resource Centers (FRC) to provide a private meeting space at designated FRC locations so that the Juvenile Probation Parole Officers (JPPO) can meet and work with the youth and family. The Contractor shall:
    - 1.48.1. Coordinate a private meeting space that is in a convenient location for the youth and family and where the JPPO completing the assessments can engage with youth and families in a collaborative environment that provides privacy for the youth and family.
    - 1.48.2. Ensure the meetings are coordinated with the Department.



- 1.48.3. Have availability during all regular business hours and have extended hours to meet the needs of the families.
- 1.48.4. Access to the meeting space and reservation system during evening hours.
- 6. Modify Exhibit C Payment Terms, Section 1 to read:
  - 1. This Agreement is funded by:
    - 1.1 24.2% New Hampshire Overdose Data to Action Program (NH OD2A), as awarded on January 2021, by the Centers For Disease Control And Prevention, CFDA #93.136, FAIN#NU17CE924984.
    - 1.2 7.8% Kinship Navigator Programs, as awarded on October 2020, by the Administration for Children and Families, CFDA #93.556, FAIN #20011NHPKIN & 2101NHPKIN.
    - 1.3 .5% Community Collaborations to Strengthen and Preserve Families, as awarded on September 2018, by the Administration for Children and Families, CFDA #93.67, FAIN #90CA1858.
    - 1.4 35.6% Health Disparities Grant, as awarded on May 2021, by the Center for Disease Control and Prevention, CFDA #93.391, FAIN #NH75OT000031.
    - 1.5 1.9% ARPA Child Care Stabilization, as awarded on April 2021, by the Child Care Development Block Grant, CFDA #93.575, FAIN #2101NHCSC6.
    - 1.6 1.9%, JJ Funds, as awarded on October 2018, by the Office of Juvenile Justice and Delinquency Prevention, CFDA #16.54, FAIN #2019-JX-FX-0052.
    - 1.7 2.6% General Funds, Governor's Commission.
    - 1.8 25.5% General Funds.
- 7. Modify 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 Exhibits C-1, Budget through Exhibit C-19, Budget Sheet, Amendment #3.
- 8. Modify Exhibit C-2, Amendment #1, Budget Sheet, by replacing in its entirety with Exhibit C-2, Budget Sheet, Amendment #3, SFY 2023, which is attached hereto and incorporated by reference herein.
- Modify Exhibit C-4, Budget Sheet, Amendment #1, by replacing in its entirety with Exhibit C-4, Budget Sheet, Amendment #3, SFY 2023, which is attached hereto and incorporated by reference herein.
- 10. Modify Exhibit C-8, Amendment #1, Budget Sheet, by replacing in its entirety with Exhibit C-8, Budget Sheet, Amendment #3, SFY 2023, which is attached hereto and incorporated by reference herein.
- 11. Add Exhibit C-15, Budget Sheet, Amendment #3, SFY 2023, which is attached hereto and incorporated by reference herein.
- 12. Add Exhibit C-16, Budget Sheet, Amendment #3, SFY 2023, which is attached hereto and incorporated by reference herein.
- 13. Add Exhibit C-17, Budget Sheet, Amendment #3, SFY 2024, which is attached hereto and incorporated by reference herein.
- 14. Add Exhibit C-18, Budget Sheet, Amendment #3, SFY 2024, which is attached hereto and incorporated by reference herein.



15. Add Exhibit C-19, Budget Sheet, Amendment #3, SFY 2024, which is attached hereto and incorporated by reference herein.

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

. State of New Hampshire

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

F 13 1000	ar "	Department of Health and Human Services
1/3/2023		Laren Hebert
Date	19	Name: Karen Hebert Title: Division Director
S U MEI	•	New Hampshire Children's Trust, Inc.
1/3/2023	( <b></b> .)	Cliff Simmonds
Date	,	Name: Cliff Simmonds Title: Executive Director

0.5	W 10	v		OFFICE OF THE ATTO	RNEY GENERAL		
1/4/2023	9	E:		Policy Quenino	(è	ie.	ž
Date .	es * s	·	3 S	Name Robyn Guarino Title: Attorney			
I hereby certithe State of N	y that the lew Hamp	foregoing shire at the	3 Amendn he Meetin	nent was approved by the og on:	Governor and Execut (date of meeting)	ive Cound	cil o
*	11.	\$		OFFICE OF THE SECR	ETARY OF STATE	8	
* 18	Tit.	\$ 30	•	OFFICE OF THE SECR	ETARY OF STATE	95	
*	8t 8*8	**************************************	*	OFFICE OF THE SECR	ETARY OF STATE	*	

### Exhibit C-2, Budget Sheet, Amendment #3, SFY 2023

### New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Childrens Trust, Inc.

Project Title: Facilitating Organization for Family, Resource Centers - CDC

Budget Period: SFY July 1, 2022 - June 30, 2023

J		£(£) \$£	Ϋ́	otal Program Cost		<del></del>	*	<u> </u>	led t	y DHHS contract sh		37.
Line Item		··· Direct		"Indirect"	•	Total -		:Oirect 😲 ,		Indirect		
Total Salary/Wages	s	278,485.00	5		\$	278,485.00	5	278,485.00	\$		5	278.485.00
2. Employee Benefits	S	68,786.09	3	77 28	\$	68,786.09	\$	68,786.09	\$		5	68.786.09
3. Consultants	2 S	824.00	5	¥4	5	824.00	\$	824.00	\$		\$	824.00
4. Equipment:	S	***	3	#X	S	E.	\$		\$		\$	
Rental	\$	833.00	\$		S	833.00	\$	833.00	\$	76 B	\$	833.00
Repair and Maintenance	5	1.00	5	4+	5	**	. \$	(*)	\$		\$	
Purchase/Depreciation	S		5	£.	5	¥60.00	\$	160	\$	35 At	<u> </u>	91.00
5. Supplies:	S	(*)	S	7+ 6	\$.	*/	\$		S		\$	
Educational	S	2,312.00	5		\$	2,312.00	\$	2,312.00.	S		S	2,312.00
Lab	Š	**	5	00 - 450	\$	*8	5	(4)	\$	12	\$	- 1
Pharmacy	S		5		5	- 8	S	(i)	\$		S	25
Medical	S		1 5	F6:	S		S		S	74	S	•
Office	-   \$	1,305.00	\$	<b>3</b>	s	1,305.00	5	1,305.00	\$	38	5	1,305.00
6. Travel	S	835.00	5	(70)	\$	835.00	S	835.00	S	•	\$	835.00
7. Occupancy	S	7,466.00	Ś		\$	7,466.00	\$	7.466.00	S		\$	7,466.00
8. Current Expenses	S		1.5		5		\$	27	5		S	
* Telephone	S	. 1,024,00	s	4)	\$	1,024.00	5	1,024.00	2	185	\$	1,024.00
Postage	\$	836.00	\$		5	-836.00	5	836.00	S	¥: 7¥	5	836.00
Subscriptions .	S	70, 72	S	- 3	\$	€	5		\$	.(€	\$	38
Audit and Legal	S	3919	S	/72	5	- Si	S	**	\$	8	\$	10
Insurance	S	145.00	\$		3	145.00	5	145.00	\$		5	145.00
Board Expenses	S		5		\$	9	\$		\$	- 1	\$	<u> </u>
9. Software	S	1,970.00	5		S	1,970.00	3	1,970.00	\$		Ş	1,970.00
10. Marketing/Communications	S	.0 .0	5		5	*	\$	20	5	(34)	S	
11. Staff Education and Training	S	2,000.00	5		\$	2,000.00	\$	2,000.00	\$		\$	2,000.00
12. Subcontracts/Agreements	S		S	90	5		\$	(A)	4		\$	
Program Subcontracts	Š	66,767.00	Ì	B (4)	1 5	66,767.00	\$	66,767.00	5	(i <del>t</del>	\$	66,767.00
FRC Subcontracts	15	532,188.00	13	-,*	s	532,188.00	\$	532,188.00	3		\$	532,188.00
13. Other (specific details mandatory):	- 5		1 3	* *	3	*	5	141 20	5	*	S	•
rec ourse (aprenie ocums menously).	5		\$		15	· ·	5		\$		S	75
E	5		1.5	9 40	15		3	*	5		\$	•
Indirect As A Percent of Direct	\$		TŠ.	69,692.91	3	69,692.91	3	31	\$	69,692.91	\$	69,692.91
TOTAL	5	965,776.09	15	69,692,91	1	1,035,469.00	15	965,776.09	5	69,692.91	\$	1,035,469.00

Indirect As A Percent of Direct

7.2%

7.2%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A03 Exhibit C-2, Budget Sheet, Amendment #3, SFY 2023 Page 1 of 1 Contractor Initials (S)
Date 1/3/2023

### Exhibit C-4, Budget Sheet, Amendment #3, SFY 2023

### New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - General Funds SFY'23

Budget Period: SFY23: July 1, 2022 - June 30, 2023

	1 :		٠٢c	stal Program Cost		147***	4845°	Fund	sed I	by DHHS contract st		
Line Item	***	Direct		Indirect		Total	Ē	Direct "";		Indirect ** 1	_	Total
Total Salary/Wages	S	103,558.34	\$		\$	103,558.34	S	103,558:34		15 (0)	\$	103,558.34
2. Employee Benefits	5	25,370.41	\$		S	25,370.41		25,370.41			S	25,370.41
3. Consultants	S	136,657.00	\$		S	136,657.00	\$	136,657.00	S		\$	136,657.00
4. Equipment:	\$	**	\$	16	5		S		\$	€	S	•
Rental	5	1,261.00	\$	100	5	1,261.00	5	1,261.00	\$		\$	1,261.00
Repair and Maintenance	Ś	F 60	5	T	5	3+3	\$		5_		S	
Purchase/Depreciation	S	***	\$		\$		S	n1 85	\$ .		S	
5. Supplies:	- 5	6 8	\$	22	-\$	( i i i	S	10	\$	B	S	S 8
Educational	\$	4,266.00	\$	* *	\$	4,266.00	\$	4,266.00	\$	• .	\$	4,266.00
Lab	S	- 1X ¥	\$	-	5	8867	\$	19 19	\$	100	\$	•
Pharmacy	\$	H28	\$	*	5	9) (2 <del>4</del> )	\$	37	\$		\$	201
Medical	\$	- 1	\$	**	\$	(4)	\$	19	\$	**	\$	7.3
Office	8	2,925.00	S	*):	\$	2,925.00	\$	2,925.00	\$	8	y,	2,925.00
6. Travel	S	1,713.00	<b>'S</b>		5	1,713.00	\$	1,713.00	y,	3	\$	1,713.00
7. Occupancy	\$	12,139.00	\$	¥2	S	12,139.00	\$_	12,139.00	4	*	\$	12,139.00
Current Expenses	S	14 D	\$	- 20	\$		S	360	v		\$	•
Telephone	\$	1,767.00	\$	**	\$	1,767.00	5	1,767.00	и		S	1,767.00
Postage	\$	857.00	\$		5	857.00	\$	857.00	s	<b>(€</b> )	S	857.00
Subscriptions	S	(*)	\$		3	<b>*</b> 13.	\$	·	4		\$	-
Audit and Legal	\$	-	\$		3	•	\$	980	u		\$	
Insurance	\$	230.00	\$	<b>*</b> E	1.5	230.00	S	230.00	5		\$	230.00
Board Expenses	S	÷	\$		S		5	(86)	5		\$	-
9. Software	5	3,191.00	5		\$	3,191.00	\$	3,191.00	\$	•	5	3,191.00
10. Marketing/Communications	5	78,648.00	1.5	- 3	15	78,648.00	5	78,648.00	\$		\$	78,648.00
11. Staff Education and Training	\$	9 ·	\$		\$		\$	(30)	S	to *1€	5	
12. Subcontracts/Agreements	5		5		\$	¥2	\$		S	38	\$	
Program Subcontracts	S	30,113.00	s	38.77	\$	30,113.00	5	30,113.00	\$		\$	30,113.00
FRC Subcontracts	S	808,937.00	\$		5	808,937.00	S	808,937.00	\$	<b>18</b>	\$	808,937.00
13. Other (specific details mandatory):	Š	J. D.	5		· \$		5	7.5	S		\$	•
Indirect As A Percent of Direct	-		\$	113,367.25	S	113.367.25	1	15	\$	113,367.25	5	113,367.25
TOTAL	S	1,211,632,75	\$	113,367.25	13	1,325,000.00	1 5	1,211,632.75	\$	113,387.25	\$	1,325,000.00

Indirect As A Percent of Direct

9.4%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A03 Exhibit C-4, Budget Sheet, Amendment #3, SFY 2023 Page 1 of 1 Contractor Initials

1/3/202

Date

### Exhibit C-8, Budget Sheet, Amendment #3, SFY 2023

### New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Children's-Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Health Disparities Grant SFY23

Budget Period: SFY'23: July 1, 2022 - June 30, 2023

ge styles en	18	·To	tal Program Cost	99	300370.85	Funded by DHHS contract sha						
Line Item	Oirect		Indirect	•	Total	2	* * Direct		Indirect	42.		
1. Total Salary/Wages	\$ 521,000.	00   \$	2.630	5 0	521,000.00	<b>"</b> \$	521,000.00	\$	- NO.	\$	521,000.00	
Employee Benefits	\$ 130,250.			S	130,250.00	S	130,250.00	\$		\$	130,250.00	
3. Consultants	\$ 18,000.	00 S	3340	\$	18,000.00	\$	18,000.00	\$		\$	18,000.00	
4. Equipment:	\$	S	Y	S	•	\$	7	\$	2	\$		
Rental	\$ 2,000.	00 \$	**	S	2,000.00	\$	2,000.00	\$	*	S	2,000.00	
Repair and Maintenance	\$	S		\$		S	1	\$		\$		
Purchase/Depreciation	\$ 20,000.	0 \$	¥1	\$	20,000.00	\$	20,000.00	\$ 5	0.590	\$	20,000.00	
5. Supplies:	\$ .	: S	•	\$	100	\$	13	\$	\$C	\$		
Educational	\$ 2,000.	00 \$	11.04	\$	2,000.00	\$	2,000.00	Š	33 %	\$	2,000.00	
Lab	\$ .	S	224	5		\$	7/4	\$	3.0	\$	- 2	
Pharmacy	\$	\$	*:	\$	300	S	( <del>)</del>	\$	<b>₩</b> ;	\$	* T	
Medical .	\$	5,		S _		5	1/4	S	160	\$		
Office	\$ 3,500.	00 \$		\$	3,500.00		3,500.00	S	30	\$	3,500.00	
6. Travel	\$ 1.700.	00 \$	¥:	\$	1,700.00			<b>S</b>		S	1,700.00	
7. Occupancy	\$ 28,100.	00 \$	F 5 8	250	28,100.00	S	28,100.00	\$		\$	28,100.00	
8. Current Expenses	\$ 90.0	5		<b>S</b>		\$	•	5		S		
Telephone	\$ 2,800.	OO \$	<b>(</b> €)	\$	2.800.00		2,800.00	\$	*	\$	2,800.00	
Postage	\$ 1,950.	00 \$		\$	1,950.00	\$	1,950.00	S	¥:	\$	1,950.00	
Subscriptions	S	\$	* *	\$		\$	84 SF 58*85	\$		\$	5	
Audit and Legal	\$ 500	\$		S	1.320	\$	ুকা	\$	1	5		
Insurance	\$ 1,600.	00 S:	8	\$	1,600.00	\$	1,600.00	S	*	<u>s</u>	1,600.00	
Board Expenses	\$	\$	<u>.</u>	\$	V	S		S		<u> </u>		
9. Software	\$ 2,400	00 S		s	2,400.00	\$	2,400.00	\$		<u>s</u>	2,400.00	
10. Marketing/Communications	\$ 0	S	-	\$.		\$	1.68	s		S		
11. Staff Education and Training	.\$ 7,500	00 \$	*	S	7,500.00	\$	7,500.00	s		<u>\$</u>	7,500.00	
12. Subcontracts/Agreements	\$	S		S	¥	5	deni deni	\$		Ş		
Program Subcontracts	\$ 91,045	00 5	*	\$	91,045.00	5	91,045.00	\$		1 \$	91,045.00	
FRC Subcontracts	\$ 800,000	∞ <u>s</u>		S	- 800,000.00	5	800,000.00	\$	***	\$	800,000.00	
13. Other (specific details mandatory):	\$	\$	*	S	110	\$	S #80	5		S		
Additional Resources for Resource											0.5	
Navigators(salaries and resources to support						Ī						
resource navigator positions)	\$ 44,771	00 \$	*	S	44,771.00	<b>S</b>	44,771.00	\$		\$	44,771.00	
Indirect As A Percent of Direct	S	+ 5	161,384.00	s	161,384.00	\$	8 E	\$	161,384.00		161,384.00	
TOTAL	\$ 1,678,616	00 5	161,384.00	\$	1,840,000.00	5	1,678,616.00	13	161,384.00	\$	1,840,000.00	

Indirect As A Percent of Direct

9.67

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A03 Exhibit C-8, Budget Sheet, Amendment #3, SFY 2023 Page 1 of 1 Contractor Initials (S)

Date 1/3/2023

## New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Childrens Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Governor Commission Funds

Budget Period: SFY July 1, 2022 - June 30, 2023

and the grant of the		8 9	٠To	tal Program Cost		200000000000000000000000000000000000000	•	Fund	ed b	y DHHS contract sh	are	4 22
Line Item		Direct " -	4	Indirect*	S. M.	Total		Direct		Indirect		Total
Total Salary/Wages	S	8,288.19	S		\$	8,288.19	5_	8,288.19		777	<u>s</u>	8,288.19
2. Employee Benefits	Š	1,947,71	5		\$	1,947,71	\$	1,947.71	\$		<u>s</u>	1,947.71
3. Consultants	<del>-   s</del>		S	100	\$	189.00	\$	189.00	\$	•	\$	189.00
4. Equipment:	\$		3		5	.a 190	. \$	24	\$	<b>X</b>	5	
Rental	\$	122.00	Š	41	5	122.00	5	122.00	\$		<u>s</u>	122.00
Repair and Maintenance	S		3	- 6	\$	10.477	S	34	\$		\$	
Purchase/Depreciation	-   5		Š	i):	5	((*)	\$	29	\$	<b>®</b>	\$	-
5. Supplies:	\$	**	\$	¥0	\$	11.60	\$	10 (6)	\$	*	\$	
5. Supplies.  Educational	- 5	334.00	Š	20	3	334.00	\$	334.00	\$	7.1	<u>\$_</u>	. 334.00
	\$ 90		s	¥0	\$	1165	\$	- 19	\$		\$	*:
Lab	S	- 2	3	20	5	740	5	52	\$		\$	
Pharmacy	<u> </u>		Š		s		\$	-40	\$	*	\$	Ť
Medical Office	5	112.00		10 80	5	112.00	S	112.00	\$		S	112.00
	5	12.00			3	12.00	\$40	12.00	\$		\$	12.00
6. Travel	\$	1,096.00		- 6	s	1,096.00	5	1,096.00	5		\$	1,096.00
7. Occupancy	- s	1,050.00	\$		5	- A-C	S	1960	\$		\$	<u>-</u>
8. Current Expenses	5	150.00	<del>  š</del>	¥3	s	:150.00	\$	150.00	\$		\$	150.00
Tetephone	s	68.00	Š	1.4	13	68.00	5	68.00	S		S	68.00
Postage	5 -		Š	WC \$	Š	•0	\$	(i) (ii)	S		\$	•
Subscriptions	s	-	5	1 27 24	l š		5		\$		\$_	<u> </u>
Audit and Legal	5	21.00	5	* * *	Š	21.00	5	21.00	\$		\$	21.00
Insurance	\$	21.00	Š	- U S	s	-	1 3		\$	3:	\$	
Board Expenses	<u> </u>	289.00		-	s	289.00	\$	289.00	5		s	289.00
9. Software	- S	11,135.19	_	1.0	5	11,135.19	5.	11,135,19	\$		5	11,135.19
10. Marketing/Communications	S	11,103,70	-5	90	13	100	\$	(192)	\$	7.5	8	. •
11. Staff Education and Training	-   5		13		t s	*	\$	- 6	\$	(A) (A)	s	
12. Subcontracts/Agreements	- 5	1,883,00	13	-	5	1,883.00	5	1,883.00	S		\$	1,883.00
Program Subcomulacis	\$	65,262.00			S -		5	65,262.00	\$		\$	65,262.00
FRC Subcontracts	5	05.202.00	15	-	1 5	-	5	7/1	\$	49	\$	
13. Other (specific details mandatory):	S S		5	-	<del>l š</del>		5	¥0	\$	94 .	\$	題
34		- 10	Š		l š	- 1	S	,c <sub>2</sub> 2•s	S		5	•
L Company of Signature	\$		3	9,090,91	•	9,090.91	Ŝ	9	\$	9,090.91	S	9,090.91
Indirect As A Percent of Direct	\$	. 00 000 00	_	9,090.91	_	100,000.00		90,909,09	5	9.090.91	\$	100,000.00
TOTAL	\$	90,909.09	13	9,090.91	•	,00,000.00	<u>.                                    </u>	50,005.00	1	10.0%	-	

Indirect As A Percent of Direct

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A03 Exhibit C-15, Budget Sheet, Amendment #3, SFY 2023 Page 1 of 1

1/3/2023

### Exhibit C-16, Budget Sheet, Amendment #3, SFY-2023

### New Hampshire Department of Health and Human Services-

Contractor Name: New Hampshire Childrens Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Juvenile Justice

Budget Period: SFY July 1, 2022 - June 30, 2023

(4 - 45) + 4	1	199.01	· Total Program Cost		2,110,100		Fund	ied b	y DHHS contract si	hare	H 71 11
Line Item		Direct ~			··· Total · · · · ·	·	- Direct		'Indirect		
Total Salary/Wages	S	5,000.00	\$ +	S -	5,000.00	\$	5.000.00	\$	9	\$	5,000.00
2 Employee Benefits	5	1,250.00	\$	-\$	1,250.00	. \$	1,250.00	\$	*	\$	1,250.00
3. Consultants	\$		\$ .	\$	16	\$	(4)	\$	¥	\$	¥
4. Equipment:	\$	*	\$	S	17 (6)	\$	( <del>*</del> )	\$	\$ 1.30	\$	32 (6)
Rental	. 5	•	S	<b>S</b> :		\$	•	\$	100	\$	* 2
Repair and Maintenance	\$		\$	<b>S</b>	1000	\$	0.00	5	*_	S	(*)
Purchase/Depreciation	5	9.	\$	S	- 4	\$	350	S	*	S	- 2
5. Supplies:	\$	9	\$	5.	· ·	\$	•	S	20	\$	. *
Educational	\$	90 🕾	\$	5	- P	\$	0.50	S	3 9	\$	
Lab	\$		\$ 9	S	₩	S	(9)0	\$	E 36_	\$	96
Pharmacy	S		\$	5		S	(00)	S	·	\$	
Medical	S	898 9	S 💮	\$	59 (998)	\$		5	*	\$	*
Office -	S		S	5		\$		\$		\$	N: W
6. Travel	S		\$	\$	ž.	\ <b>S</b>		s		\$	
7. Occupancy	\$	3	\$ 123	\ S_	35 21	\$	1000	5	4.6	<u>s</u>	*
8. Current Expenses	S	*	\$	5		\$		\$	200	\$	
Telephone	S		-\$	\$	\$\circ\$	\$_		5		S	
Postage	S	*	S	\$	*	Š	(	4	.01 88	5	(*)
Subscriptions	S	9.5€	S	S	41	\$_	3 · ·	5	<b>%</b>	S	
Audit and Legal	\$	- 6	\$	S		\$_	(#)	S	- 18	S	
Insurance	\$	10	\$	\$		\$	1000	\$	3.6	S	
Board Expenses	\$	(4)	\$	<b>S_</b>		5	(9)	S	•	5	(50)
9. Software	S		S	\$_	2	\$	240	\$ .	11 (6)	5	10
10. Marketing/Communications	S		S	\$_		5	*35	5		\$ ::	* 20
11. Staff Education and Training	\$	- 3	\$	5_	1,2	5	45	S		\$	
12. Subcontracts/Agreements	S	61,204.56	S (8)	\$	61,204.56	5	61,204.56	S		\$	61,204.56
<ol><li>Other (specific details mandatory):</li></ol>	\$	- 10 × 10	\$	\$	¥/	\$	(f.#1)	S	•	S	
Indirect As A Percent of Direct,	\$	25	\$ 6,745.4	4 5	6,745.44	\$	et ges	S	6,745.44	\$	6,745.44
TOTAL	\$	67,454.56	\$ . 6,745.4	4 \$	74,200.00	] \$	67,454.58	\$	6,745.44	\$	74,200.00

Indirect As A Percent of Direct 10.0% 10.0%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A03 Exhibit C-16, Budget Sheet, Amendment #3, SFY 2023 Page 1 of 1 Contractor Initials

1/3/2023
Date

### Exhibit C-17, Budget Sheet, Amendment #3, SFY 2024

### New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Childrens Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - Juvenile Justice

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

* 4:440		Total Program Cost			ded by DHHS contract s	
Line Item	- · · Direct · · · ·	'-' Indirect '-	Total	** Direct	- Indirect	Total
Total Salary/Wages	\$ 5,000.00		\$ . 5,000.00	\$ 5,000.00	\$	\$ 5,000.00
2. Employee Benefits	\$ 1,250.00	\$	\$ 1,250.00	\$ 1,250.00		\$ 1,250.00
3. Consultants	S	\$ .	\$ 5	S 😨 🕦	\$	\$
4. Equipment:	S	S	\$ 10 000	5	\$ 10	\$ .
Renial	`S	\$ -1	\$	\$	\$	\$ ·
Repair and Maintenance	\$ 80 000	\$	\$ -	\$ 25	S	\$
Purchase/Depreciation	\$	\$.	\$	· \$	\$	\$ -
5. Supplies: ,	\$ 100	\$ -	\$	\$	\$ +1	\$
Educational	S	\$ *	\$	\$	\$	\$
Lab	\$	S	5	\$	\$	\$
Pharmacy	\$	\$	\$	\$ 3	\$	S 8 6
Medical	S -	\$ 500	S Emili	\$	S Fig.	\$
Office	\$	S	S (2 150)	S	\$ 0.00	\$ -
6. Travel	\$	S	S	\$	\$	\$
7. Occupancy	\$	\$ -	\$	\$	\$	\$
8. Current Expenses	S	S -	S per	\$	\$	\$
Telephone	\$	S *,	\$ 10.0=0	\$	\$	\$ -
Postage 4	\$	\$ -	\$ (22.1)	\$	\$	\$
Subscriptions	S	S +	S #	\$	\$	S
Audit and Legal	\$	\$	S	S	S	.\$
Insurance	\$	\$ 12 19	\$	\$	\$	S & .
Board Expenses	\$ -	\$ **	S	\$	\$	S .
9. Software ·	\$ 1.200.00	\$	S	\$ 1,200.00	\$	\$
10. Marketing/Communications	\$ **	\$ -	\$ 1070	S ®	SI	<u> </u>
11. Staff Education and Training	\$	S	S S	S	5	\$
12. Subcontracts/Agreements	\$ 00,004.56	\$	\$ 61,204.56	\$ 60,004.56	S cons no 💇	\$ 61,204.56
13. Other (specific details mandatory):	\$	\$ 2	\$	\$ 300	5 •	<u> </u>
Indirect As A Percent of Direct	5	\$ 6.745.46			\$ 6,745.46	
TOTAL	\$ 67,454.56	\$ 6,745.46	\$ 74,200.00	\$ 67,454.56	6,745.46	\$ 74,200.00

Indirect As A Percent of Direct

10.0%

10.0%

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEW HA-01-A03 Exhibit C-17, Budget Sheet, Amendment #3, SFY 2024 . Page 1 of 1 Contractor Initials (S)

### New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: FeelBurting Organization for Family Resource Conters - DCYF Kinship SFY'24

Budget Period: SFV'24: July 1, 2023 - June 39, 2024

	0.000		Tal	al Program Cost		35 12		SALE S FUN	ded by DHHS contract share				
Line Barn		Direct	**	Indirect	-	Total		Direct		Indirect V		Total	
1. Total Selecy/Wages	3	41,777,84	13	1.0	3	41,777.64	\$	41,777.64	5	(4)	\$	41,777,64	
2. Employee Benefits	5	10,444,41	3.	£: 5:40	3	10,444,41	٠.	10,444,41	\$	- Table 1	3	10,444,41	
3. Consularts	1 1	425.00		17.441	3.	425.00	3	425,00	ı	(4)	3	425,00	
4. Equipment:	3.		1	20.0	3	17.4	13		\$	- 100	3		
Retal	3	429.00		4.6		429.00	3	429.00	8	274 (6)		429.00	
Repair and Maintenance	3.		15	( c	3	~ 3	3		3	*	3		
Purchase/Depreciation	1 3		13		3	13	1		1				
S. Supplies:	1	47			7	4-1	3		8	1			
Educational	13	704 00	3	•00	3	704.00	8	704,00	S	(4)	1	704,00	
Lab	5	*:	3	¥0)	-	330	\$		3				
Promecy	2		13	¥0.	\$		1		3		•		
Medical	3	36	13	-61	3		5		5	376	*		
Office	3	395.00	3.	¥ .	\$	395.00	\$	395.00		(4)		366.00	
B. Travel	1	431.00	1	¥0	3	431.00	\$	/ 431,00	8	10 (8)		431.00	
7. Occupancy	3	3,852,00	14	(100)	1	3,852.00	1	3,852.00	\$	·		3,852.00	
8. Current Experience	3		13		\$		\$	9.4	4		-		
Telephone	3	528.00	3	1 .	5	528,00	\$	525.00	4	1.0		528.00	
Postage		239,00	1	- 20	3	230.00	5	231.00	•	(9)		239.00	
Subscriptions	3		1 5	À.	3		1	4	*		3	<u> </u>	
Austrard Legal	1 3		5	200	1	(*)	1		4	100	1		
Insurance	13	75.00	3	100	13	75.00	3	75.00	*		•	75,00	
Board Expenses	1 5	T-F (#1.	3	20 87	1	119.60	8		*	E1 (8)	3		
9. Software	3 -	1,016.00	1		3	1,016.00	3	1,016.00	*		1	1,018 0	
10. Marketing/Communications	3	5.16	1.	100	3	0.00	5	-0.0			5		
11, Staff Education and Training	1.0	(F)	3.	40	\$	(4)	1		3	.4:			
12. Supportracts/Agreements	32	30	3	90	Ŀ	1960	S	334	1	29_	3		
Program Subcontracts	<u> </u>	5,083 00	¥.	(45)	\$	5,083 00		5,083 00	1	S.	3	5,083 0	
FRC Subcontracts	- 1	116,237.00	1 5	3.	1	116,237.00		118,237.00	13	10 50	3	1 16,237,0	
13. Other (executic riginals municipally)	. 5	374 (46)	8	93	].\$		3.	23.	13.	5.0	1		
Indirect As A Percent of Direct			15	18,163.95	L	18,163.96			٤.	18, 163.95		18, 163,9	
TOTAL	1.5	181,636,05	1	· 10,163.95	3	199,800.00	3	181,634.05	3	18,163.95		123,800.0	

Indirect As A Percent of Direct

10.0%

New Hampatine Children's Trust, Inc., \$5-2022-DEMS-01-NEWHA-01-A03 Exhibit C-18, Budget Sheet, Amendment #0, SFY 2024 Page 1 of 1

Contractor Hitman L/3/7023

### New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Children's Trust, Inc.

Project Title: Facilitating Organization for Family Resource Centers - DCYF Kinship SFY'23

Budget Period: SFY'74; July 1, 2923 - June 30, 2024

51			T gty	d Program Coal			+ Funded by DHHS contract share, +					
Line tem		Devoci		Indirect		T catal		Direct		Indirect		T atal
1, Total Salary/Wayes	3	34,811.34	3	28 93	3	34,611.34		34,611,34			1	34,611.34
2. Employee Benefits	3	8,852,75	3			8,133.66	ě	8,652,75		V) 134		8, 133,66
		35,000.00	1		3	457.00	\$	25,000,00	2	101 64		457.00
4. Equipment:	1 \$		1	(4)	13	1+0	•	( C)				-
Restal	1	461.00	1	90	3	451.00	5	481.00	1		4	461.00
Repair and Maintenance	5	98	. \$	1.0	1		5		\$		\$.	
Purchase/Depreciation	100	26	1	.// *E		**	y,		+	- 0	\$	
5. Supples:	- (3		1	4.50	1.	*	5	(00)	\$	13.7	<u> </u>	
Educational	B	3,766 00	5,	100	\$	3,766.00	**	7.166 00	\$	27	3	3,786 00
L=b	3	:::	\$		3.	•	•	9790	1	334	3	•
Phemecy	3	-	3		Ιŧ		*	.0	\$		3	
Medical	\$		8	(*)	1		5		\$.		3.	
Office	1 \$	425.00	1 4	*	3	425.00	3	425.00		(4)	-3	425 00
6. Travel	\$	463.00	3	(*)	1	463.00	\$	463.00			\$	463.00
/. Occupancy	11	4,130 00	3		\$	4,139.00	\$	4,139.00	Ŧ ::	(4)	3	4,139.00
3. Current Expenses	1.	(a) (a)	8.		8		\$	50	•	200	\$	
Telephone		587.00	\$14.	•	\$	567.00	\$	567.00	5-			587.00
Postage	1 5	257.00	\$		1	257.00	3	257.00	5.4			25/.00
Subscriptions	1.0	0.40	1		5	60	3		1	(*)		
- Audit and Legal	1	(*)	3		3	-	\$	-	5	(14)		
Insurance		80 00	1		3	80.00	\$	80.00	\$	Se85		80.00
Board Expenses	-13	3.0	1	-	3	(4)	3	40	1		1	
9. Software	1	1,091,00	1 5		8	1,091.00	1	1,091.00		3000	3	1,091.00
10, ManustryCommunications		36,811,50	11.		ŧ	/1,581,00	3	36,611.50		1000		71.561.0X
11. Staff Education and Training		15,000.00	1	3.0	3	9.0	3	15,000 00			.1	*
12. Subcontracts/Agreements	1	100	] \$	120	8	**	8		\$	(4)	1 .	- :
Program Subcontracts	1		1	(4)	\$	15,113 00			1	4-14-11		15,113.00
FRC Subcontracts	3	154,330,00	18		\$	154,330 00	8	154,330 00	\$	*	1	154,330.00
13. Other (expectile mether manufatory):	5		1	(4)	8	187	5	48	1			
	1 1		11	20,544.99	13	20,544,99			I.	29,544.99		29,544.00
TOTAL	11	295,454.68	1.5	29,544.90	1 \$	321,000.00	1 1	295,454,59	\$	79,544.99		325,000.00

75

12. 22.

Cordrector Initia (5 Data 1/3/702)





Lori A. Shibinette Commissioner

Karen E Hebert

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9474 1-800-852-3345 Ext. 9474 Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhbs.nb.gov

March 22, 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 Economic and Housing Stability, to amend an existing contract with New Hampshire Children's Trust, Inc. (VC #218449), Concord, NH, for the ongoing support of Family Resource Centers (FRCs) across the state to receive the "Family Resource Center of Quality" (FRC-Q) designation to achieve national standards and to further develop the Kinship Navigator Program, by increasing the price limitation by \$344,865 from \$4,388,600 to \$4,733,465 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 30, 2021, Item #41 and most recently amended with Governor and Council approval on September 29, 2021, Item #20.

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

### See attached fiscal details.

### **EXPLANATION**

For the past few years, there has been a declining rate of New Hampshire families utilizing the Child Care and Development Fund (CCDF) assistance, known as the Child Care Scholarship, demonstrating the need for a campaign to improve public awareness of the program and its benefits. The purpose of this request is to modify the scope of work of the contract to include the creation of a campaign to promote awareness of the availability of child care assistance through the CCDF Program. The campaign's target audience will include parents and caregivers of young children, child care centers (including those not currently accepting CCDF funding), community leaders and prospective recipients and stakeholders. The campaign will also include benchmarks and an evaluation to track an anticipated five percent (5%) increase in enrollment of eligible children, expansion of the number of child care providers accepting CCDF funds, and the number of child care slots paid, in part, with CCDF funds. Given the state's current workforce challenges and the increased cost of child care, the Department seeks to educate the community about the availability of CCDF assistance.

The purpose of this request is also to add funding for the Kinship Navigator program which provides case management and barrier resolution supports to families that are in a kinship relationship. The added funding will allow the Contractor to provide additional technical

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

assistance, training, and support for the ongoing program evaluation to ensure best practices as Kinship Navigator caseloads continue to increase statewide.

The Contractor will continue to:

- Support Family Resource Centers (FRC) with applying for, and acquiring, the Family Resource Center of Quality (FRC-Q) designation;
- · Ensure ongoing implementation of the Kinship Navigator Program; and
- Provide infrastructure and support for the statewide network of Family Resource.
   Centers.

The Contractor will support the statewide network of fifteen (15) FRCs that will provide kinship navigation to approximately 500 families annually.

Should the Governor and Council not authorize this request, FRCs throughout the state will experience diminished benefits of effective, research-based frameworks, and will continue to experience underutilization of the Child Care and Development Fund program that helps strengthen families and increase access to resources available in their communities to further their well-being.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.575, FAIN #2101NHCSC6
Assistance Listing Number #93.136, FAIN #NU17CE924984

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

Respectfully submitted,

Lon A. Shibinette-Commissioner DocuSign Envelope ID: 8D5E5701-22CC-4115-A7EA-69667B8C1424

#### Fiscal Detail Sheet Amendment #2

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP 100% General Funds

Vendor #218449 New Hampshire Children's Trust, inc increase State Fiscal Revised Amount Job Number Current Amount Class Title Class / Account (Decrease) Year \$325,000 \$325,000 Contracts for Prop Svc 45001601 102-500731 2022 \$325,000 \$325,000 Contracts for Prog Svc 45001601 \$0 102-500731 2023 \$650,000 Sub Total

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	New Harnesh	dre Children's Trust	, Inc.		Vendor #218449		
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i	2022	074-500589	Grants for Pub Assist and Roll	45001602	\$199,800	\$0	\$199,800
	2023	074-500589	Grants for Pub Assist and Reli	45001602	\$199,800	\$0	
1	5743	4.44000		1	\$200,000		\$300,600

05-095-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES

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State Fiscel Year	Class / Account	Class Title.	Job Number	Current Amount	(Decrease)	Ravised Amount
2022	102-500731	Contracts for Prog Svc	90050405	\$692,000	\$139,618	\$831,618
2023	102-500731 -	Contracts for Prog Svc	90050405	\$692,000	\$55,247	\$747,247
-7-4	.55.555.61	Sub Total		\$1,384,000	\$194,865	\$1,578,865

05-95-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV. Bureau of Drug & Alcohol Svcs. Governor Commission Funds

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Stato Fiscal Year	Class / Account	Class Title	Job Number	, Current Amount	(Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	92058502	\$100,000	SO	\$100,000
		- Sub Total		\$100,000	\$0	\$100,000

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

State Fiscal Year	Class / Account	Class' Title	Job Number	Current Amount	(Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90070470	\$35,000.00	\$0.00	\$35,000.00
		Sub Total	- 0	\$35,000.00	\$0.00	\$35,000.00

05-095-090-9010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SYCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

100% Foder: State Fiscal Year		Class Title	Job Number	Current Amount	Increase (Decronse)	Revised Amount
2022	102-500731	Contracts for Prog Svc	TBD	\$910,000	\$0	\$910,000
2023	102-500731	Contracts for Prog Svc	TBD	\$910,000	50	\$910,000
		Sub Total		\$1,820,000	SO	\$1,820,000

05-095-042-421110-24300000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, ARPA CHILD CARE STABILIZATION

State Fiscal Year	Class / Account	Çlaşs Tiyle	Job Number	Current Amount	(Decrease)	Rovisod Amounit
2022	102-500731	Contracts for Prog Svc	42117774	\$0	\$37,499	
2023	102-500731	Contracts for Prog Svc-	-42117774	\$0	\$112,501	\$112,501
30	75	Sut Total		\$ö	\$150,000	\$150,000

Overall Total	\$4.388.600	\$344,865	\$4,733,465
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## State of New Hampshire Department of Health and Human Services Amendment #2

This Amendment to the New Hampshire Family Resource Center Facilitation Organization and Quality Specialist contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Children's Trust, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #41), as amended on September 29, 2021 (Item #20), 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, and Exhibit A, Revisions to Standard Contract Provisions, Section 1., Subsection 1.1., 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:

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$4,733,465
- 2. Modify Exhibit B Amendment #1, Scope of Services, Section 1.30., to read:
  - 1.30. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., including state, federal and Contractor holidays.
    - 1.30.1. The Contractor shall market and promote awareness statewide of the Family Resource Centers (FRCs) and the Child Care Development Fund scholarship among the public and potential partners. The Contractor shall:
      - 1.30.1.1. Ensure public awareness activities are aligned and coordinated with other statewide family support and strengthening networks;
      - 1.30.1.2. Ensure consistent marketing and branding of FRCs and Family Resource Center of Quality designated FRCs (FRC-Qs);
      - 1.30.1.3. Target specific audiences, including, but not limited to, community leaders/stakeholders, caregivers with young children, childcare center/providers, legislators, and funders;
      - 1.30.1.4. Increase public awareness of the Child Care Development Fund scholarship's existence and parameters using wrap-around multimedia content, collateral and placement;
      - 1.30.1.5. Establish and increase system-level knowledge of the childcare scholarship to increase the probability of scholarship access, award and maintenance amongst applicant caregivers, direct service providers and community leaders/stakeholders through an awareness campaign and trainings.
      - 1.30.1.6. Develop additional Childcare scholarship awareness, while directing referrals and support toward other resource services provided by New Hampshire's family service agencies.
      - 1.30.1.7. Create a public awareness campaign to promote the existence and accessibility of the Childcare scholarship for families with children who qualify for the scholarship and for childcare providers with the quality designation.

New Hampshire Children's Trust, Inc. SS-2022-DEHS-01-NEWHA-01-A02 A-S-1.2

Page 1 of 4

Contractor Initials

Date 3/15/2022

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- 1.30.1.8. Increase public awareness of the quality designation amongst childcare centers and/or providers through content and/or collateral development and targeted messaging and/or outreach for qualified caregivers and childcare providers with the quality designation as provided by the Department.
- 3. Modify Exhibit B Amendment #1, Scope of Services, Section 1.9., to read:
  - 1.9. The Contractor shall support each Family Resource Center (FRC) with their selfassessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).
    - 1.9.1. The Contractor shall collaborate with the Harvard Kennedy School of Government Performance Lab (GPL) to receive Technical Assistance (TA) as part of the Child and Family Wellbeing Accelerator Initiative to strengthen FRCs.
      - 1.9.1.1. The Contractor shall ensure TA for the Child and Family Wellbeing Accelerator Initiative which accomplishes the following:
        - 1.9.1.1.1. Establishes data-driven performance management practices for FRCs to develop more robust evidence of success.
        - 1.9.1.1.2. Establishes strategies to more effectively engage vulnerable and high-risk families beyond those who proactively seek support.
      - 1.9.1.2. The Contractor shall partner with the Department on the Child and Family Wellbeing Accelerator Initiative by including the Department in collaborative meetings with GPL as agreed upon by the Department and the Contractor.
        - 1.9.1.2.1. The Contractor shall support coordinated efforts with the Department as the need arises, or as requested by the Department, to promote the alignment of family support programs.
- 4. Add Exhibit C-11 Amendment #2 Budget Sheet, which is attached hereto and incorporated by reference herein.
- 5. Add Exhibit C-12 Amendment #2 Budget Sheet, which is attached hereto and incorporated by reference herein.
- 6: Add Exhibit C-13 Amendment #2 Budget Sheet, which is attached hereto and incorporated by reference herein.
- 7. Add Exhibit C-14 Amendment #2 Budget Sheet, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire Department of Health and Human Services

3/15/2022

Date

Department of Health at

\* APPENCE BURNALUR

Name: Karen E. Hebert

Title: Director, Division of Economic & Housing Stability

New Hampshire Children's Trust, Inc.

3/15/2022

Date

Cliff Simmonds

Name: Cliff Simmonds

Title: Executive Director

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

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Lori A. Shibleen Commindoore

Karen E. Hebert Director

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF ECONOMIC & HOUSING STABILITY

119 PLEASANT STREET, CONCORD, NH .03301 603-271-9474 1-800-852-3345 Ext. 9474 Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nb.gov

September 13, 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 Economic and Housing Stability, to amend an existing contract with New Hampshire Children's Trust, Inc. (VC#218449), Concord, NH, to support Family Resource Centers (FRCs) across the state to receive the "Family Resource Center of Quality" designation, to achieve national standards, and to Implement the Kinship Navigator Program. The Department is requesting an expansion of the contract with New Hampshire Children's Trust to leverage its role as the facilitating organization for New Hampshire's network of FRCs, to address health disparities and influencing factore due to COVID-19 for priority populations, including racial and ethnic minorities and rural populations, by Increasing the price limitation by \$1,855,000 from \$2,533,600 to \$4,388,600 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 81% Federal Funds 19% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #41,

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

See attached fiscal details.

### EXPLANATION

The purpose of this request is for the Department to expand the scope of work of the contract to increase Community Health worker staffing to meet the need for comprehensive supports provided by FRCs and to address COVID-19 Impacts affecting families. This expanded scope work is will address COVID-19 health disparities among populations at high risk and underserved, including racial and ethnic minority populations and rural communities. Through this amendment the contractor will expand the workforce of Community Health Workers (CHW) and embed them within the statewide network of FRCs to directly serve individuals and families impacted by the COVID-19 pandemic such as economic and health impacts.

CHWs will connect families to mental health, health care, substance use disorder, financial and budgeting supports; food and nutrition programs, COVID-19 testing, vaccination/immunization, and resource identification. Additionally the contract will expand data quality monitoring for additional family support programs such as the home visiting, Community Collaborations project (data to be collected includes economic needs, social needs, race, ethnicity, language, and access to technology and transportation). This will include enhanced communication strategies such as printing materials in additional languages and prioritizing engagement of families impacted by incarceration and families with young children in order to connect them timely to the services available through the FRCs that support positive outcomes.

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

The Department will continue working with the New Hampshire Children's Trust for its original contract scope to:

- 1) continue its support to the FRCs for Quality Designation and perform Individual assessments of the FRCs applying for the Family Resource Center of Quality (FRC-Q) designation, to identify, document deficiencies in meeting standards, help correct deficiencies, and assist each FRC with the application process; and
  - 2) implement the Kinship Navigator Program; and
  - 3) continue to provide infrastructure and support for the statewide network of FRCs.

The Contractor will work with the Wellness and Primary Prevention Council (established by the NH Legislature with a goal of creating a sustainable, quality system of Family Resource Centers across the state) and Family Support NH to assist FRCs to achieve standards of the National Family Support Network Quality for Family Strengthening and Support for the purpose of acquiring an FRC-Q designation, which includes:

- Providing FRCs with information and trainings on applicable standards and explaining how to acquire the FRC-Q designation;
- Providing technical support to FRCs with the implementation of standards, development of procedures to document practice of standards, and establishment of written plans to meet standards;
- Providing remote or in-person assistance to FRCs with writing the FRC-Q application or other related needs; and
- Participating in the National Family Support Network through a membership with Family Support NH.

The facilitated organization will support FRCs statewids; currently there are fifteen (15) FRCs that will provide kinship navigation to approximately 1,000 families from July 1, 2021, to June 30, 2023.

Should the Governor and Council not authorize this request, FRCs throughout the state will not have the benefit of effective, research-based frameworks to help strengthen families and access resources available in their communities to further their well-being.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.670, FAIN #90CA1858
Assistance Listing Number #93.391, FAIN # NH75OT000031
Assistance Listing Number #93.556, FAIN# 21NHPKIN

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 DocuSign Envelope ID: 6D5E5701-22CC-4115-A7EA-6966788C1424

# DEPARTMENT OF HEALTH AND HUMAN SERVICES FISCAL DETAILS SHEET

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP 100% General Funds

	New Hampeh	sire Children's Trust,	Inc.		Vendor #218449		
- 4	State Fiscal Year		Class Tille	Job Number	Current Amount	(Decrease)	Revised Amount
	2022	102-500731	Contracts for Prog Syc	45001601	\$524,800	-\$199,800	\$325,000
	2023	102-500731	Contracts for Prog Svc	45001601	\$524,800	-\$199,800	\$325,000
	- 2023	702-300-9-	Sub Total	J. Committee of the com	\$1,049,600	-5399,600	\$650,000
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05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: YRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP 100% Foderal Funds

New Hamnshire Children's Trust, Inc.

Vendor #218449

State Fiscal Class / Account		Class Title	Job Number	Current Amount	(Decrease)	Revised Amount
2022	074-500589	Grants for Pub Assist and Reli	45001602	50	\$199,800	\$199,800
2023	074-500589	Grants for Pub Assist and Rell	45001602	\$0	\$199,800	\$199,800
		Sub Total		\$0	\$399,600	\$399,800

05-085-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES

	State Fiscal		2 Class Title	Job Number	Current Amount	(Decrease)	Revised Amount
	2022	102-500731	Contracts for Prog Svc	90050405	\$692,000	\$0	\$692,000
î	2023	102-500731	Contracts for Prog Svc	90050405	\$692,000	50	\$892,000
	0		Sub Total	11	-\$1,384,000	\$0	\$1,384,000

05-93-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, Bureau of Drug & Alcohol Svcs, Governor Commission Funds

State Fiscel	Class / Account	Closs Title	Job Number	Current Amount	(Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Syc	92058502	\$100,000	\$0	\$100,000
		Sub Yolal .		\$100,000	\$0	\$100,000

03-95-090-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, COMMUNITY COLLABORATION

100% Foder	II FUNGS					
Sible Flacel	Class / Account	Closs Title	Job Number	Current Amount	(Decrease)	'Revised Amount
2022	102-500731	Contracts for Prog Svc	90070470	\$0.00	\$35,000.00	\$35,000.00
*/	N.	Sub Yolal	,	\$0.00	\$35,000.00	\$35,000.00

05:095:090-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-18

State Fiscal		Crass Title	Job Number-	Current Amount	(Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	TBD	50	\$910,000	\$910,000
2023	102-500731 .	Contracts for Prog Svc	TBD	.\$0	\$910,000	\$910,000
2020	¥1	Sub Total		\$0	\$1,820,000	\$1,820,000

100	To		
Overall Total	\$2,533,600	.\$1,855,000	\$4,388,600

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

This Amendment to the New Hampshire Family Resource Center Facilitation Organization and Quality Specialist contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Children's Trust, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #41), 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, 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:

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$4,388,600
- 2. Modify Exhibit B. Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
- 3. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
    - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
    - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
    - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
    - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
- 4. Modify Exhibit C-1, Budget Sheet, through Exhibit C-7, Budget Sheet, by replacing in its entirely with Exhibit C-1 Amendment #1, Budget Sheet through Exhibit C-7 Amendment #1, which is attached hereto and incorporated by reference herein.
- Add Exhibit C-8 Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.
- Add Exhibit C-9 Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.
- Add Exhibit C-10 Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.

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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

9/13/2021

Date

Karen Holott

Name: Karen Hebert

Title: Division Director

New Hampshire Children's Trust, Inc.

9/10/2021

Date

Cliff Simmonds

Name. Chrysinnonds

Title: Executive Director

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	The preceding	g Amendme	nt, having be	en reviewed t	y this office,	is approved	l as to form	ı, subslan	ice, an
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đi.	Date		+*	Name: Title:		oner marsna Attorney G			
(•)	I hereby cert	ify that the fo New Hampsh	regoing Ame	endment was a seting on:	approved by	the Governo	or and Exec meeting)	culive Co	inėl) of
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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

**EXHIBIT B Amendment #1** 

# Scope of Services

- 1. Statement of Work
  - 1.1. The Contractor shall provide services in this agreement to the Family Resource Centers (FRC) in New Hampshire.
  - 1.2. The Contractor shall ensure services are available Statewide via phone, teleconferencing, and in person meetings.
  - 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., including state, federal and Contractor holidays.
  - 1.4. The Contractor shall subcontract with the statewide network of Family Resource Centers (FRC) to establish a workforce of Community Health Workers (CHW) to provide direct services to priority populations impacted by COVID-19 health disparities.
  - 1.5. The Contractor shall provide and support specialized training and technical assistance as proposed by the Department to the newly developed workforce of Community Health workers with topics including; but not limited to:
    - 1.5.1. Role of Community Health Workers;
    - 1.5.2. Community Health Workers and Public Health Networks;
    - 1.5.3. Community Health Workers and community coalitions; and
    - 1.5.4. Local community and health resources.
  - 1.6. The Contractor shall support FRC Family Support staff and Community Health Worker's with training and technical assistance around data collection, cultural competency, and accessing state and local community resources. Data will be collected in the Family Support Data System (FSDS). Trainings include, but are not limited to:
    - 1.6.1. Becoming Providers of NH Easy;
    - 1.6.2. Bureau of Family Assistance Overview Training;
    - 1.6.3. Cultural diversity and equity training;
    - 1.6.4. Family Support Data System;
    - 1.6.5. Concrete support and Retrospective Protective Factors Survey-2 (PFS-2) to determine social determinants of health needs and protective factors skills gained;
    - 1.6.6. Assessing food insecurity;
    - 1.6.7. Allow CHWs to participate on the NH CHW Coalition; and

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New Hampshire Children's Trust, Inc.

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

**EXHIBIT B Amendment #1** 

- 1.6.8. CHW attendance at Department approved training through Area Health Education Center( AHEC) to meet 13 competencies for CHW (https://www.snhahec.org/community-health-workers.html).
- 1.7. The Contractor shall ensure that Family Support Workers and Community Health workers:
  - 1.7.1. Provide case management and connections to community services and referrals:
  - 1.7.2. Complete PFS-2 surveys;
  - 1.7.3. Enter data into the FSDS;
  - 1.7.4. Assist with maintaining and or applying for social services within their community;
  - 1.7.5. Provide and distribute educational information about COVID-19 vaccinations and Department general guidance for individual mitigation;
  - 1.7.6. Identify and help to mitigate barners in health care access such as transportation, language, childcare, etcelera; and
  - 1.7.7. Connect clients with community-based agencies and supports through closed loop and/or warm hand-off referrals for but not limited to:
    - 1.7.7.1. Food insecurity.
    - 1.7.7.2. Mental health supports.
    - 1.7.7.3. Health care referrals.
    - 1.7.7.4. Substance use disorder supports.
    - 1.7.7.5. Educational supports and services.
    - 1.7:7.6. Financial literacy.
    - 1.7.7.7. Budgeting supports.
    - 1.7.7.8. COVID-19 testing, vaccination and/or immunization resources.
- 1.8. The Contractor shall work with the Department and Community Collaborations project to provide distribution of outreach materials and education to the community about the supports offered through the Family Support Staff and Community Health Workers located at each FRC, which includes, but is not limited to:
  - 1.8.1. Printing outreach and education materials in additional languages, such as Spanish, Nepalese, or other languages;

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

**EXHIBIT B Amendment #1** 

- 1.8.2. Prioritize and implement strategies that provide engagement and education of early childhood providers about FRC's and the services provided.
- 1.8.3. Prioritize and implement strategies that provide engagement and education of incarcerated parent families on FRC services provided through partnerships of activities with the Family Connections Center at the New Hampshire Department of Corrections.
- 1.9. The Contractor shall support each Family Resource Center (FRC) with their self-assessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).
- 1.10. The Contractor shall perform an individual assessment of any FRC applying for FRC-Q designation to identify and document deficiencies in meeting Standards and to assist each FRC throughout the application process.
- 1.11. The Contractor shall work with the Wellness and Primary Prevention Council (WPPC) and Family Support NH (FSNH) to provide support to FRCs in implementing and meeting the Standards for the purpose of acquiring an FRC-Q designation. The Contractor shall ensure support includes, but is not limited to:
  - 1.11.1. Providing FRCs with information about the Standards (https://www.nationalfamilysupportnetwork.org/standards-of-quality);
  - 1.11.2 Providing technical support to FRCs with the implementation of Standards;
  - 1.11.3. Providing technical support to FRCs with the implementation of procedures to document practice of Standards;
  - 1.11.4. Providing training and technical assistance to FRCs with the development of a written plan to meet Standards;
  - 1.11.5. Traveling to any FRC requesting an in-person consultation;
  - 1.11.6. Assisting FRCs with completing the FRC-Q application;
  - 1.11.7. Reviewing FRC-Q applications for accuracy;
  - 1.11.8. Participating in the NFSN through a membership with FSNH; and
  - 1.11.9. Providing FRCs with information and trainings on acquiring the FRC-Q designation.

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New Hampshire Children's Trust, Inc.

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New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

# **EXHIBIT B Amendment #1**

- 1.12. The Contractor shall collaborate with other FRC technical assistance assets to assess the capacity of each FRC relative to the core and optional standards defined by the WPPC.
- 1.13. The Contractor shall work with the Department and FRCs to determine culturally appropriate process and outcome data collection and analysis.
- 1.14. The Contractor shall assist FRCs with increasing operational efficiencies.
- 1.15. The Contractor shall provide technical assistance for oversight as well as implementation of a quality improvement process.
- 1.16. The Contractor shall utilize a Community of Practice sharing model that allows FRC administrators and leadership to establish and strengthen cooperation, collaboration, and informal mentoring among FRCs.
- 1.17. The Contractor shall educate policymakers, communities, and community groups on FRC best practices.
- 1.18. The Contractor shall ensure priority is given to FRCs providing home services to:
  - 1.18.1. Families for whom the Division for Children, Youth and Families (DCYF) has issued a letter of concern;
  - 1.18.2 Families with cases reported by DCYF as unfounded but with reasonable concern; and
  - 1.18.3. Recipients of Temporary Assistance to Needy Families (TANF) program services.
- 1.19. The Contractor shall utilize the Family Support Data System Quick Base data platform for the purposes of supporting quality improvement efforts, capable of collecting data on, but not limited to, the following:
  - 1.19.1. Identifying FRC locations, statewide;
  - 1.19.2. Identifying FRC-Q locations, statewide;
  - 1.19.3. Identifying FRC-Q designation expiration dates;
  - 1.19.4. Documenting trainings provided to FRCs through;
    - 1.19.4.1. Notes from the training;
    - 1.19.4.2. The number of training attendees; and
    - 1.19.4.3. Identified action items.
  - 1.19.5. Identifying which FRCs have completed the FRC-Q self-assessment;
  - 1.19.6 Identifying FRCs that have completed the FRC-Q designation application;
  - 1.19.7. Identifying FRCs with plans in place to become an FRC-Q;

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

**EXHIBIT B Amendment #1** 

- 1:19.8. Identifying individuals who have received Standards certification;
- 1.19.9. Documenting FRC and FRC-Q service outcomes;
- 1.19.10. Documenting FRC priorities; and
- 1.19.11. Identifying shared measurements among FRCs for family outcomes.
- 1.20. The Contractor shall ensure collection of data in the Family Support Data System and support data quality to include the following demographics:
  - 1.20.1. Race
  - 1,20.2. Ethnicity
  - 1.20.3. Language
  - 1.20.4. Household income
  - 1.20.5. Marital status
  - 1,20.6. Age of parents
  - 1.20.7. Sexual orientation and/or gender identity
  - 1.20.8. Town
  - 1.20.9. County
  - 1.20.10. Incarcerated parent
  - 1.20.11. Receiving benefits that include, but are not limited to:
    - 1.20.11.1. SNAP
    - 1.20.11.2. Child Care
    - 1,20,11.3. Medicaid
    - 1,20,11.4. Social Security
    - 1.20.11.5. TANE
    - 1.20.11.6. WIC
- 1.21. The Contractor shall provide upon request to the Department summary reports, information, and individual participant outcomes reporting.
- 1.22. The Contractor shall coordinate data collection efforts for programs including but not limited to:
  - 1.22.1. Comprehensive Family Support Programs (CFSS).
  - 1.22.2. NH Maternal Infant Early Childhood Home Visiting.
  - 1.22.3. Healthy Families America Home Visiting Programs.
  - 1.22.4. Community Collaborations to Strengthen and Preserve Families Programs.

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New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

**EXHIBIT B Amendment #1** 

- 1.23. The Contractor shall provide Technical Assistance (TA) around data integrity and develop reports related to the data collection.
- 1.24. The Contractor shall provide training to all new FRC staff who enter data into the Quick base platform.
- 1.25. The Contractor shall ensure data integrity for the CFSS program and Community Collaborations project and provide the necessary reports monthly.
- 1.26. The Contractor shall work with the Department to plan and align other data collection efforts for any other new programs administered through Family Resource Centers.
- 1.27. The Contractor shall provide quality improvement training and resources to FRCs and FRC-Qs, including but not limited to:
  - 1.27.1. Collecting and disseminating FRC-Q best practices and evidence-based program models;
  - 1.27.2 Convening FRCs and FRC-Qs in a Community of Practice sharing model;
  - 1.27.3. Promoting collaboration through shared learning opportunities and training with FRCs and FRC-Qs across state agencies in an effort to improve service outcomes;
  - 1.27.4. Increasing FRC administrative and operational efficiencies; and
  - 1.27.5. Providing technical assistance to ensure that each FRC-Q has a clear non-profit business model.
- 1.28. The Contractor shall provide funding to each FRC in year two (2) of the contract, for their administrative needs to support the work of the FRC, which includes but is not limited to the salaries of the Executive Director and Chief Financial officers and building repairs and maintenance.
  - 1.28.1. The Contractor shall ensure the distribution of funds be based on a formula with FRC-Q designation.
- 1.29. The Contractor shall fund and support positions for the purposes of supporting kinship caregivers who are caring for kin. The Contractor shall ensure:
  - 1.29.1. Navigators are utilized within FRCs and FRC-Qs to provide support to kinship caregivers who are caring for kin as a result of a placement.
  - 1.29.2. Navigators connect with kinship caregivers, in-person or by other electronic means such as FaceTime and Zoom, for the purposes of:
    - 1,29,2,1. Assessing kinship caregiver needs;
      - 1.29.2.2 Providing outreach, engagement, and community support services and referrals; and

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New Hampshire Children's Trust, Inc.

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

**EXHIBIT B Amendment #1** 

- 1.29.2.3. Utilizing or creating peer support groups for kinship caregivers.
- 1.29.3. Provide training to Navigators to provide consistency across Navigators through education and training, consistent with:
  - 1,29,3.1. DCYF; and
  - 1.29.3.2. TANF programs.
- 1.30. The Contractor shall market FRCs to raise public awareness, and raise awareness among statewide and potential partners. The Contractor shall ensure:
  - 1.30.1 Public awareness activities align and are coordinated with other statewide family support and strengthening networks; and
  - 1.30.2. Consistent marketing and branding of FRCs and FRC-Qs
- 1.31. The Contractor shall utilize the Boundary Spanning Leadership framework to promote cross-system collaboration between FRCs, FRC-Qs and other childwelfare and family service agencies, businesses, philanthropic funders and other organizations providing family support and/or economic support services.
- 1.32. The Contractor may identify and assist FRCs and FRC-Qs in their applications for additional funding opportunities for FRC and FRCQ operations, programs, or quality improvement activities.
- 1.33. The Contractor shall facilitate the FRC-Q designation review process, which includes, but is not limited to:
  - 1.33.1. Assembling FRC-Q designation review teams devised of members of the WPPC;
  - 1.33.2. Providing reviewing teams with necessary site review tools;
  - 1.33.3. Coordinating FRC site reviews:
  - 1.33.4. Recording, publishing, and reviewing team minutes;
  - 1.33.5. Developing a form to gather review team meeting feedback; and
  - 1.33.6: Communicating results to FRC applicants.
- 1.34. The Contractor shall attend all Wellness and Primary Preservation Council (WPPC) meetings.
- 1.35. The Contractor shall attend all FSNH monthly meetings and provide progress reports on the number of FRCs achieving FRC-Q designation.
- 1.36. The Contractor shall attend any National Family Support Network meetings as identified by the Department.
- 1.37. The Contractor shall utilize project management best practices throughout the contract term.

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

# **EXHIBIT B Amendment #1**

- 1.38. The Contractor shall demonstrate an implementation of a Community of Practice sharing model among FRCs and FRC-Qs.
- 1.39. The Contractor shall document specific trainings, guidance, and supports for FRCs and FRC-Qs providing home visiting services.
- 1.40. The Contractor shall maintain the Family Support Data System data collection system in accordance with this Scope of Services.
- 1.41. The Contractor shall demonstrate an increase in the number of FRCs receiving the FRC-Q designation.
- 1.42. The Contractor shall maintain the training process and continue to develop the Kinship Navigation position based on evaluation of the program and staff performance.
- 1.43. The Contractor shall provide evidence of a sufficient number of Navigators through subcontract to ensure Statewide coverage.
- 1.44. The Contractor shall support FRC-Q with the re-designation process every three (3) years.
- 1.45. The Contractor shall provide support to FRC-Q to develop a work plan to increase best practice standards using the National standards of quality for family strengthening and support, data outcomes, client satisfactory surveys and other evaluation tools.
- 1.46. The Contractor in collaboration with the Department shall design a FSNH satisfaction survey to ensure the Facilitated Organization meets the needs of the Family Resource Centers.
- 1.47. The Contractor shall demonstrate an increase in Navigator positions and kinship Navigator support in each year of this Agreement.

## 2. Exhibits incorporated

- 2.1. 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.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
- 3. Reporting Requirements

Monthly Reports

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist

# **EXHIBIT B Amendment #1**

- 3.1. The Contractor shall submit monthly reports to the Department FSNH, WPPC, within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery, which include, but are not limited to reports detailing the following:
  - 3.1.1. The number of FRC-Q designation applications received;
  - 3.1.2. The number of Vendor FRC and FRC-Q site reviews performed;
  - 3.1.3. The number of FRCs receiving the FRC-Q designation;
  - 3.1.4. Status updates on FRCs applying for the FRC-Q designation according to the FRCs individual written plan;
  - 3.1.5. A comprehensive training plan for each FRC-Q within filnety (90) days of receipt of FRC-Q designation;
  - 3.1.6. The number and topics of trainings provided to all FRCs and FRC-Qs;
  - 3.1.7. The number of FRC and FRC-Q staff trained;
  - 3.1.8. Progress made in developing shared family outcome measures;
  - 3.1.9. The number of Navigator positions supported and/or funding; and
  - 3.1.10. The number of trainings delivered to Navigators;
- 3.2. The Contractor shall submit monthly Kinship Navigator report, within fifteen (15) days following the end of the reporting period with a final report due thirty (30) days from contract completion date.

# Quarterly Reports

- 3.3. The Contractor shall submit quarterly reports to the Department FSNH, WPPC, within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery, which include, but are not limited to reports detailing the following:
  - 3.3.1. The Number of CHW positions supported;
  - The Number and type of trainings provided to both the Family Support Staff and Community Health Workers through COVID-19 Health Disparities funding;
  - 3.3.3. Number of CHW and FRC's enrolled as providers of NH EASY in order to support individual connections to economic supports to minimize COVID-19 impacts;
  - 3.3.4. Number of improvements to data collection, quality and reporting capacity for recipients related to COVID-19 disparities and inequities, which include:
    - 3.3.4.1. Workforce support for data collection and reporting te-ensure collection of complete and representative data (e.g. grace,

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New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

**EXHIBIT B Amendment #1** 

ethnicity, other populations of focus such as kinship and incarceration);

- 3.3.4.2. Implemented strategies to educate CHW and FRC staff on the importance of data to address disparities and inequities; and
- 3.3.4.3. Developed plans for data quality assurance and improvement;
- 3.3.5. Number of cases by CHW and Number of encounters per CHW;
- 3.3.6. Number of COVID-19 encounters indicating mitigation and prevention through referral of vaccination/vaccine support by each FRC and by CHW, which includes coordination of activities related to administration of vaccines but not the actual vaccine administration;
- 3.3.7. Number of encounters to provide communication about COVID-19 risk factors, mitigation, and prevention;
- 3.3.8. Number of other navigation and support services to address COVID-19 risk factors (e.g., employment, economic, child care, health care);
- 3.3.9. The Contractor will be required to utilize the NH Division of Public Health Services Equity Review Toolkit prior to work plan development and/or implementing any programming. This toolkit will provide guidance on ensuring equity, including Race, Ethnicity and Linguistic (REAL) and Sexual Orientation and Gender Identity (SOGI) data collection as well as community engagement as core pieces of the work of the Department grant-based work.

# Annual Reporting.

- 3.4. The Contractor shall provide a comprehensive annual report by June 30th of each year. The annual report must summarize:
  - 3.4.1. Participation
  - 3.4.2. Outcomes
  - 3.4.3. Challenges
  - 3.4.4. Strengths
  - 3.4.5. Identified needs for the upcoming fiscal year
- 3.5. The Contractor shall provide an annual satisfaction survey report to the Department within thirty (30) days of calendar year.

# 4. Performance Measures

4.1. The Contractor shall demonstrate an increase in the number of FRCs receiving FRC-Q designation by at least four (4), from an established baseline as of the contract effective date. Annual baselines are as follows:

4.1.1.1 Thr	ee (3) in St	ate Fiscal	Year 2022.
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**EXHIBIT B Amendment #1** 

- 4.1.2. Three (3) in State Fiscal Year 2023.
- 4.2. The Contractor shall provide a summary of PFS-2 surveys completed for the CFSS program, the COVID Health Disparities and Community Collaborations projects.
  - .4.2.1. Surveys will show percentages of types of concrete needs identified for the families served by race, ethnicity and language when available.
  - 4.2.2. Surveys will show percentage of increased protective factors using the retrospective survey.
- 4.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.4. The Contractor may be required to provide other key data and metrics to the Department, in the aggregate and de-identified, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Contractor shall collect and share data with the Department, in the aggregate and de-identified, in a format specified by the Department.

# 5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
  - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 5.3. Credits and Copyright Ownership
  - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statements. The

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preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 5.3.3.1. Brochures.
  - 5.3.3.2. Resource directories:
  - Protocols or guidelines. 5.3.3.3.
  - 5.3.3.4. Posters.
  - 5:3.3.5. Reports.
- The Contractor shall not reproduce any materials produced under the 5.3.4. contract without prior written approval from the Department.
- Operation of Facilities: Compliance with Laws and Regulations 5.4.
  - In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor shall procure said license or permit, and shall at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

#### **Eligibility Determinations** 5.5.

If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with

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applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

- 5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

## 6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of In-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records 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.

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6.1.4. Medical records on each patient/recipient of services.

During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price timitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Haracobins Department of Harsth and Human Services

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Lori A. Shibiacite
Commissioner

Christine I., Santanielle

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET: CONCORD, NH 03301 603-271-9474 1-800-852-3345 Ext. 9474 Fax: 603-271-4230 TDO Access: 1-800-735-2964 www.dhhs.nh.guv

April 16, 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 Economic and Housing Stability, to enter into a Sofe Source contract with New Hampshire Children's Trust (VC#218449), Concord, NH, in the amount of \$2,533,600 to support each Family Resource Center with their self-assessment to determine their level of readiness to receive the Family Resource Center of Ouality designation in accordance with National Family Support Network Standards of Ouality for Family Strengthening and Support, with the option to renew for up to four (4) additional years, effective July 1, 2021, or upon Governor and Council approval, whichever is later, through June 30, 2023, 71% Federal Funds, 29% 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 tiscal years through the Budget Office, if needed and justified.

# See attached liscal details. EXPLANATION

This request is Sole Source because there are no known viable alternatives to the services provided by the vendor. The Contractor will continue to support system building and infrastructure development to support and assist Family Resource Centers (FRCs) statewide to provide programs that encompass evidence informed standards of family strengthening. Additionally, this contract will ensure primary prevention is provided through a system of qualified centers and will continue to build upon the investment that the State has made in the Resource Centers. The Contractor previously established evidence informed program and services to kinship families statewide. This program is invaluable to the nearly 12,000 eligible families in the state who are raising children of family members who have experienced and/or may be vulnerable to child maltreatment. Through this contract, the vendor administered a data system that all FRC's use. This data platform is now supporting FRCs with consistent, statewide r data collection and outcomes, enabling the Department to measure the positive impact of the FRC's and the services they provide for family strengthening and child well-being.

The purpose of this request is for the Contractor to 1) continue its support to the FRC's for Quality Designation 2) to implement the Kinship Navigator Program and 3) to continue to provide infrastructure and support the statewide network of FRC's. Through the FRC Quality Designation, the NECT will perform individual assessments of the FRC's applying for the Family Resource Center of Quality (FRC-Q) designation, to identify, document deficiencies in meeting standards, support the correction of any deficiencies, and to assist each FRC throughout the application process.

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

The facilitated organization will support FRCs statewide; currently there are fifteen (15) FRC's to will provide kindship navigation to approximately 1,000 families from July 1, 2021, to June 30, 2023.

The Contractor will work with the Wellness and Primary Prevention Council and Family Support NH to provide support to FRCs with implementing and meeting the National Family Support Network Quality for Family Strengthening and Support standards for the purpose of acquiring an FRC-Q designation, which includes:

- Providing FRCs with information about the standards: https://www.nationalfamilysupportnetwork.org/standards-of-quality;
- Providing technical support to FRCs in the implementation of standards;
- Providing technical support to FRCs in the implementation of procedures to document practice of standards;
- Providing training and technical assistance to FRCs in the development of a written plan to meet standards;
- · Traveling to any FRC requesting an in-person consultation;
- Assisting FRCs with completing the FRC-Q application;
- Reviewing FRC-Q applications for accuracy;
- Participating in the National Family Support Network through a membership with Family Support NH; and
- Providing FRCs with information and trainings on acquiring the FRC-Q designation.

As referenced in Exhibit A, Provisions to Standard Contract Provisions, Section 1.1., of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request FRCs throughout the state will not have the benefit of research-based frameworks of family support and subsequently lack resources to help families build on their own strengths and access to resources that are available in their communities to further their well-being.

Area served: Stalewide

Source of Funds: #CFDA 93.136, FAIN#NU17CE924984.

#CFDA 93.556, FAIN#191NHPKIN.

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 OccuSion Envelope ID: A4059778-00F3-4FF8-9202-A7040CC1F905

# DEPARTMENT OF HEALTH AND HUMAN SERVICES FINANCIAL DETAIL

05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP 60% General Funds, 40% Federal Funds

New Hampshire Children's Trust, Inc.

Vandor #

State Fiscal Year	Class / Account	- Class Title	Job Number	Current Budget
2022	102-500731	. Contracts for Prog Svc	180	\$ 524,800
2023	102-500731	Contracts for Prog Syc	TBD	\$ 524,800
		Sub Total	3/	\$ 1,049,600

05-095-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES

100% Federal Funds

State Fiscal	Class / Account	Class Title	Job Number.	Current Modified
2022	102-500731	Contracts for Prog Svc	90050405	5 692,000
2023	102-500731	Contracts for Prog Svc	90050405	\$ 692,000
		Sub Yolal		\$ 1,384,000

05-95:92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, Bureau of Drug & Alcohol Svcs, Governor Commission Funds

100% General Funds

Sialo Fiscal	Class / Account	Class Title	Job Number	Current Modiliad Budgat
2022	102-500731	Contracts for Prog Svc	92058502	\$ 100,000
	<b>2</b>	Sub Total		\$ 100,00

Overall Total \$2,533,600

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

Subject: New Hampshire Family Resource Center Facilitation Organization and Quality Specialist (SS-2022-DEHS-01-NEWHA)

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.

## ACREEMENT

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

# GENERAL PROVISIONS

I. IDENTIFICATION.		(c)(1 <u>6)</u> N					
1.1 State Agency Name		1.2 State Agency Address					
New Hampshire Department of	Health and Human Services	129 Picasant Street Concord, NH 03301-3857					
1.3 Contractor Name		1.4 Contractor Address					
New Hampshire Children'	's Trust, Inc.	10 Ferry Street, Suite 307 Concord, NH, 03301					
1.5 · Contractor Phone	1.6 Account Number	1.7 Completion Date E.S. Price Limitation					
Number (603) 224-1279	05-095-090-9020-	June 30, 2023 \$2,533,600					
*	05-095-045-4500- 72160000						
28 89 2562	05-95-92-920510-						
1,9 Contracting Officer for St		1.10 State Agency Telephone Number					
Nathan D. White, Director		(603) 271-9631					
Lift Simmonds	Date: 5/27/2021	1.12 Name and Title of Contractor Signatory Cliff Simmonds Executive Oirector					
1.13 State Agency Signature		1.14 Name and Title of State Agency Signatory					
Christine Sectional	Date: 6/14/2021	Christine Santaniello Director					
	epartment of Administration, Divis						
Dy Charles by:	·	Director, On: 6/14/2021					
1.16 Approval by Hite Attorne	y General (Form, Substance and E	secution) (if applicable)					
By:	E02	On:					
1.17 Approval by the Govern	or and Executive Council (if appli	crible)					
G&C Isem number:	2	G&C Meeting Date:					
- Coop Incin Incine	Pauc	iors					

Contractor Initials (12)

Date 5/27/2021

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Contractor Initials 5/27/2021

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> 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 panicularly described in the attached EXHIBIT B which is incorporated herein by telerence ("Services").

# 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.4 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 ACREEMENT.

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 EXHIUIT D, in whole or in pan, in no event shall the State be liable for any payments bereunder 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 LINIITATION

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 necess to any of the Contractor's books, records and accounts for the purpose of ascentiating 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 effor 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, provision shall survive termination of this Agreement.

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

> Contractor Initials Date 5/27/2021

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# 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of

this Agreement

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thiny (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 EXILIBLY 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.

# IN. 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, chans, sound recordings, video recordings, pictorial reproductions, drawings, analyses; graphic representations, computer programs, computer printouts, notes, letters, memorandi, papers, and documents, all whether finished or unfinished.

10.2 All data and any propeny which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the propeny 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 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 the 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 pany.

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

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

#### 14. INSURANCE.

14.1 The Contractor shall, or 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 fiability 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.11. RSA chapter 281-A full orders' Compensation').

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

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Now Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist



## **EXHIBIT A**

# REVISIONS TO STANDARD CONTRACT 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 four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
  - 1.2. 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.

Contractor Initials

5/27/2021

Date

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> Now Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist



#### **EXHIBIT B**

## Scope of Services

#### 1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to the Family Resource Centers (FRC) in New Hampshire.
- 1.2. The Contractor shall ensure services are available Statewide.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m., including state, federal and Contractor holidays.
- 1.4. The Contractor shall support each Family Resource Center (FRC) with their self-assessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).
- 1.5. The Contractor shall perform an individual assessment of any FRC applying for FRC-Q designation to identify and document deficiencies in meeting standards and to assist each FRC throughout the application process.
- 1.6. The Contractor shall work with the Wellness and Primary Prevention Council (WPPC) and Family Support NH (FSNH) to provide support to FRCs in implementing and meeting the Standards for the purpose of acquiring an FRC-Q designation. The Contractor shall ensure support includes, but is not limited to:
  - 1.6.1. Providing FRCs with information about the Standards: https://www.nationalfamilysupportnetwork.org/standards-of-quality;
  - 1.6.2. Providing technical support to FRCs in the implementation of Standards;
  - 1.6.3. Providing technical support to FRCs in the implementation of procedures to document practice of Standards:
  - 1.6.4. Providing training and technical assistance to FRCs in the development of a written plan to meet Standards;
  - 1.6.5. Traveling to any FRC requesting an in person consultation;
  - 1.6.6. Assisting FRCs with completing the FRC-Q application;
  - 1.6.7. Reviewing FRC-Q applications for accuracy;
  - 1.6.8. Participating in the NFSN through a membership with FSNH; and
  - Providing FRCs with information and trainings on acquiring the FRC-Q designation.

SS-2022-DEHS-01-NEWHA-01

New Hampshire Children's Trust, Inc.

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> New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist



# **EXHIBIT B**

- 1.7. The Contractor shall collaborate with other FRC technical assistance assets to assess the capacity of each FRC relative to the core and optional standards defined by the WPPC.
- 1.8. The Contractor shall work with the Department and FRCs to determine culturally appropriate process and outcome data collection and analysis.
- 1.9. The Contractor shall assist FRCs in increasing operational efficiencies.
- 1.10. The Contractor shall provide technical assistance for oversight as well as implementation of a quality improvement process.
- 1.11. The Contractor shall utilize a Community of Practice sharing model that allows FRC administrators and leadership to establish and strengthen cooperation. collaboration, and informal mentoring among FRCs.
- 1.12. The Contractor shall educate policymakers, communities, and community groups on FRC best practices.
- 1.13. The Contractor shall ensure priority is given to FRCs providing home services
  - 1.13.1. Families for whom the Division of Children, Youth and Families (DCYF) has issued a letter of concern;
  - 1.13.2. Families with cases reported by DCYF as unfounded but with reasonable concern; and
  - 1.13.3. Recipients of Temporary Assistance to Needy Families (TANF) program
- 1.14. The Contractor shall utilize the Family Support Data System Quick Base data platform for the purposes of supporting quality improvement efforts, capable of collecting data on, but not limited to, the following:
  - 1.14.1. Identifying FRC locations, statewide;
  - 1.14.2. Identifying FRC-Q locations, statewide;
  - 1.14.3. Identifying FRC-Q designation expiration dates;
  - 1.14.4. Documenting trainings provided to FRCs through;
    - 1,14,4.1. Notes from the training;
    - 1.14.4.2. The number of training attendees; and
    - 1,14,4.3. Identified action items;
  - 1.14.5. Identifying which FRCs have completed the FRC-Q self-assessment;
  - 1.14.6 Identifying FRCs that have completed the FRC-O designation application;

1.14.7. Identifying FRCs	with plans in place to beco	contractor Initials
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> New Hampshire Department of Health and Human Services . New Hampshire Family Resource Center Facilitation Organization and Quality Specialist



### EXHIBIT B

- 1.14.8. Identifying individuals who have received Standards certification;
- 1.14.9. Documenting FRC and FRC-Q service outcomes;
- 1.14.10. Documenting FRC priorities; and
- 1,14,11. Identifying shared measurements among FRCs for family outcomes.
- 1.15. The Contractor shall provide upon request to the Department with aggregate data, information, and outcomes.
- 1.16. The Contractor shall coordinate data collection efforts programs including but not limited to:
  - 1.16.1. Comprehensive Family Support Programs (CFSS).
  - 1:16.2. NH Maternal Infant Early Childhood Home Visiting.
  - 1.16.3. Healthy Families America Home Visiting Programs.
  - 1.16.4. Community Collaboration to Strengthen and Preserve Families Programs.
- 1.17. The contractor shall provide Technical Assistance (TA) around data integrity and develop reports related to the data collection.
- 1.18. The contractor shall provide training to all new FRC staff who enter data into the Quick base platform
- 1.19. The contractor shall ensure data integrity for the CFSS program and provide the necessary reports monthly.
- 1.20. The contractor shall work with the Department to plan and align other data collection efforts for any other new programs administered through Family Resource Centers
- 1.21. The Contractor shall provide quality improvement training and resources to FRCs and FRC-Qs, including but not limited to:
  - 1.21.1. Collecting and disseminating FRC-Q best practices and evidenced based program models;
  - 1.21.2. Convening FRCs and FRC-Os in a Community of Practice sharing model;
  - 1.21.3. Promoting collaboration through shared learning opportunities and training with FRCs and FRC-Qs across state agencies in an effort to improve service outcomes;
  - 1.21.4. Increasing FRC administrative and operational efficiencies; and
  - 1.21.5. Providing technical assistance to ensure that each FRC-Q has a clear non-profit business model.

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New Hampshire Family Resource Center Facilitation Organization
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### **EXHIBIT B**

- 1.22. The contractor shall provide funding to FRC in year two of the contract, for their administrative needs to support the work of the FRC, including but not limited to:
  - 1.22.1. Executive Director Salary
  - 1.22.2. CFO salary
  - 1.22.3. building repairs and mainlenance
  - 1.22.4. Distribution of funds shall be based on a formula with FRC-Q designation
- 1.23. The Contractor shall fund and support positions for the purposes of supporting kinship caregivers who are caring for kin. The Contractor shall ensure:
  - 1.23.1. Navigators are utilized within FRCs and FRC-Qs to provide support to kinship caregivers who are caring for kin as a result of a placement.
  - 1.23.2. Navigators connect with kinship caregivers, in person or by other electronic means such as Facetime and Zoom, for the purposes of:
    - 1.23.2.1. Assessing kinship caregiver needs;
    - 1.23.2.2 Providing outreach, engagement, and community support services and referrals; and
    - 1.23.2.3. Utilizing or creating peer support groups for kinship caregivers.
  - 1.23.3. Provide training to Navigators to provide consistency across Navigators through education and training, consistent with:
    - 1.23.3.1. DCYF; and
    - 1,23,3,2. TANF programs.
- 1.24. The Contractor shall market FRCs in order to raise public awareness, and raise awareness among statewide and potential partners. The Contractor shall ensure:
  - 1.24.1 Public awareness activities align and are coordinated with other statewide family support and strengthening networks; and
  - 1.24.2. Consistent marketing and branding of FRCs and FRC-Qs.
- 1.25. The Contractor shall utilize the Boundary Spanning Leadership framework to promote cross-system collaboration between FRCs, FRC-Qs and other child-welfare and family service agencies, businesses, philanthropic funders and other organizations providing family support and/or economic support services.
- 1.26. The Contractor may identify and assist FRCs and FRC Qs in their applications for additional funding opportunities for FRC and FRCQ operations, programs, or quality improvement activities.

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Now Hampshire Children's Trust Inc.

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> New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist



#### EXHIBIT B

- 1:27. The Contractor shall facilitate the FRC-Q designation review process, including but not limited to:
  - 1.27.1. Assembling FRC-Q designation review teams devised of members of the WPPC;
  - 1.27.2. Providing reviewing teams with necessary site review tools;
  - 1.27.3. Coordinating FRC site reviews:
  - 1.27.4. Recording, publishing, and reviewing team minutes;
  - 1.27.5. Developing a form to gather review team meeting feedback; and
  - 1.27.6. Communicating results to FRC applicants.
- 1.28. The Contractor shall altend all Wellness and Primary Preservation Council (WPPC) meetings.
- 1.29. The Contractor shall attend all Family Support New Hampshire (FSNH) monthly meetings and provide progress reports on the number of FRCs achieving FRC-Q designation.
- The Contractor shall attend any National Family Support Network meetings DHHS Identifies as required.
- 1.31. The Contractor shall utilize project management best practices throughout the contract term.
- 1.32. The Contractor shall demonstrate an implementation of a Community of Practice sharing model among FRCs and FRC-Qs.
- 1.33. The Contractor shall document specific trainings, guidance, and supports for FRCs and FRC-Qs providing home visiting services.
- 1.34. The Contractor shall maintain the Family Support Data System data collection system in accordance with this Scope of Services.
- 1.35. The Contractor shall demonstrate an increase in the number of FRCs receiving the FRC-Q designation.
- 1.36. The Contractor shall maintain the training process and continue to develop the Kinship Navigation position based on evaluation of the program and staff performance.
- 1.37. The Contractor shall provide evidence of sufficient number of Navigators through subcontract.
- 1.38. Contractor shall support FRC-Q with the re-designation process every three (3) years.
- 1.39. Contractor shall provide support to FRC-Q to develop a work plan to increase best practice standards using the National standards of quality for family

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### **EXHIBIT B**

strengthening and support, data outcomes, client satisfactory surveys and other evaluation tools.

- 1.40. The Contractor in collaboration with the Department shall design a Family Support NH (FSNH) satisfaction survey to ensure that the Facilitated Organization meets the needs of the Family Resource Centers.
- 1.41. The Contractor shall demonstrate an increase in Navigator positions and kinship Navigator support in each year of the contract term.

### 2. Exhibits Incorporated

- 2.1. 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.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

#### 3. Reporting Requirements

- 3.1. The Contractor shall submit monthly reports to the Department FSNH, WPPC, within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery, which include, but are not limited to reports detailing the following:
  - 3.1.1. The number of FRC-Q designation applications received;
  - 3.1.2. The number of Vendor FRC and FRC-Q site reviews performed;
  - 3.1.3. The number of FRCs receiving the FRC-O designation;
  - 3.1.4. Status updates on FRCs applying for the FRC-Q designation according to the FRCs individual written plan;
  - 3.1.5. A comprehensive training plan for each FRC-Q within ninely (90) days of receipt of FRC-Q designation;
  - 3.1.6. The number and topics of trainings provided to all FRCs and FRC-Qs;
  - 3.1.7. The number of FRC and FRC-Q staff trained;
  - 3.1.8. Progress made in developing shared family outcome measures;
  - 3.1.9. The number of Navigator positions supported and/or funding; and
  - 3.1.10. The number of trainings delivered to Navigators.

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#### **EXHIBIT B**

- 3.2. The Contractor shall provide a comprehensive annual report by June 30th of each year.
- 3.3. The Contractor shall submit quarterly project progress reports, within fifteen (15) days following the end of the reporting period, with a final report due thirty (30) days from contract completion date.
- 3.4. The Contractor shall submit monthly Kinship Navigator report, within fifteen (15) days following the end of the reporting period with a final report due thirty (30) days from contract completion date.
- 3.5. The Contractor shall provide an annual satisfaction survey report to the Department within thirty (30) days of calendar year.
- 3.6. The Contractor shall demonstrate an increase in the number of FRCs receiving FRC-Q designation by at least four (4), from an established baseline as of the contract effective date. Annual baselines are as follows:
  - 3.6.1. Three (3) in 2022;
  - 3.6.2. Three (3) in 2023

### 4. Performance Measures

- 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Contractor may be required to provide other key data and metrics to the Department, in the aggregate and de-identified, including client-level demographic performance, and service data.
- 4.3. Where applicable, the Contractor shall collect and share data with the Department, in the aggregate and de-identified, in a format specified by the Department.

## 5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
  - 5.1.1. The Contractor agrees that, to the extent future state or federal tegislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to emater.

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New Hampshire Department of Health and Human Services New Hampshire Family Resource Center Facilitation Organization and Quality Specialist



## **EXHIBIT B**

meaningful access to programs and/or services to individuals with limited English proficiency, individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

### 5.3. Credits and Copyright Ownership

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

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

5.4.1. In the operation of any facilities for providing services; the Contractor 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 shall procure said license or permit, and shall 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

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EXHIBIT 8

that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

#### 5.5. Eligibility Determinations

- 5.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

### 6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of In-kind contributions.

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### **EXHIBIT B**

labor time cards, payrolls, and other records requested or required by the Department.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records 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.
- 6.1.4. Medical records on each patient/recipient of services.
- During the term of this Contract and the period for retention hereunder, the 6.2. Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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#### **EXHIBIT C**

#### Payment Terms

- 1. This Agreement is funded by:
  - 52% New Hampshire Overdose Data to Action Program (NH OD2A), as awarded on January 2021, by the Centers For Disease Control And Prevention, CFDA 93.136, FAIN#NU17CE924984.
  - 1.2. 16% Kinship Navigator Programs as awarded on October 2020, by the Administration for Children, and Families, CEDA 93.556, FAIN#20011NHPKIN & 2101NHPKIN
  - 1.3. 32% General Funds
- 2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a sub-recipient, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
- 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-8, Budget Sheets.
- 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.
- The Contractor shall provide backup documentation for all reimbursement requests.
- In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFAinvoices@dhhs.nh.gov, or invoices may be mailed to:

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

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

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Exhibit'C

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#### **EXHIBIT C**

- if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 8. 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.
- The Contractor must provide the services in Exhibit B, Scope of Services, In compliance with funding requirements.
- 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.
- 11. 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.
- 12. 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.
- 13. Audits
  - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 13.1.1. 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.
    - 13.1.2. 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.
    - Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the

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### **EXHIBIT C**

Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part

- 13.3. 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.4. 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.
- 13.5. In addition to, and not in any way in fimitation 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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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 1 - FOR GRANTEES OTHER THAN INDIVIOUALS

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 refiance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

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

Exhibit D - Certification regarding Drug Free Vrorkplace Requirements Page 1 of 2 COUNTRATION IN

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#### New Hampshire Department of Health and Human Services Exhibit O



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactority in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency:

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

Vendor Name:

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Date

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(liff Simmonds

Name: Cliff Simmonds

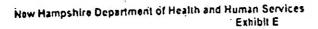
Title: Executive Director

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 Vendor Initials 5/27/2021

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#### 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 1.41 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 Necdy Families under Title IV-A
"Child Support Enforcement Program under Title IV-O
"Social Services Block Grant Program under Title XX
"Medicaid Program under Title XIX
"Community Services Block Grant under Title VI
"Child Care Development Block Grant under Title IV

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

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

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

Vendor Näme:

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Date	Name CTITE signonds Tille: Executive Director	neg N	
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2.2	Exhibit E - Certification Regarding Lobbying	Vendor Initials 5/27/	202
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# 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 disquality 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 OHHS 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 OHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred; suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause littled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by OHHS, without modification, in all lower lier 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).
- 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 - Centification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2 Contractor Inhials 5/27/2021

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# New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification, and

11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

## LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective tower 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:

5/27/2021

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Diff Simmonds

Naithe: CTTTP Simmonds

Title: Executive Director

Exhibit F - Centrication Regarding Debarmont, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Inklain 5/27/2021

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

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

Exhibit G

Contractor Initials

Contractor Initials

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Date

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# New Hampshire Department of Health and Human Services Exhibit G



In the event a Foderal 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:

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

Contractor Name:

. 5/27/2021

Date

-- DecuSigned sy

Name CITE Simmonds

(Lift Simmonds

Title:

Executive Director

Exhibit G

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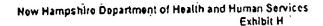
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## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 picohol 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:

 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:

Cliff Simmonds

Tille: Executive Director

Exhibit H - Certification Regarding Environmental Tobacco Smake Page 1 of 1 Convactor Initiats

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New Hampshire Department of Health and Human Services



#### Exhibit I

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

#### (1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>\*Business Associate\*</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- Covered Entity\* has the meaning given such term in section 160.103 of Title 45,
   Code of Federal Regulations.
- d. "<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.
- "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "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).
- 1. \*Privacy Rule\* shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Enlity.

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Exhibit I Heath Insurance Portability Act Busingss Associate Agreement Page 1 of 8

Contractor Initials

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# New Hampshire Department of Health and Human Services



#### Exhibit I

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health Information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- (2) Business Associate Use and Disclosure of Protected Health Information.
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - 1). As required by law, pursuant to the terms set forth in paragraph d, below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party. Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I Health Insurance Portability Act Business Associate Agroement Page 2 of 6 Convertor Initiate

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# New Hampshire Department of Health and Human Services



#### Exhibit I

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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- (3) Obligations and Activities of Business Associate.
- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - The unauthorized person used the protected health information or to whom the disclosure was made;
  - o. 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.
- Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions, and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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Exhibit I Health Insurance Ponability Act Business Associate Agreement Page 3 of 6 Contractor Initials

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# New Hampshire Department of Health and Human Services



#### Exhibit I

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

- Mithin five (5) business days of receipt of a written request from Covered Entity. Business Associate shall make available during normal business hours at its offices all records; books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within len (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.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any Individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - 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 (C

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Exhibit 1
Health Insurance Portablity Act
Business Associate Agreement
Page 4 of 6

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# New Hampshire Department of Health and Human Services



#### Exhibit!

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

# (4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164,520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### (5) <u>Termination for Cause</u>

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

#### (6) Miscellaneous

- a. <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. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- Data Ownership. The Business Associate acknowledges that it has no ownership rights
  with respect to the PHI provided by or created on behalf of Covered Entity.
- d. <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.

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Business Associate Agreement
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# New Hampshire Department of Health and Human Services



#### 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.
- Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Peragraph 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	NEW HAMPSHIRE CHILDREN'S TRUST
Tho-State m	Namesof top Contractor
Christian Santamiella	Wiff Simmonds
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Cliff Simmonds
Name of Authorized Representative	Name of Authorized Representative
4	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/14/2021	5/27/2021
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Exhibit I Health Insurance Portability Act Dusinoss Associate Agreement Page 6 of 6 Contractor Initials (S

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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 Executivo 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
- Funding agency
- 4. NAICS code for contracts / CFDA program number for grants
- 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:

Date

Date

Decorporate

Opening by:

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Name: Title: Executive Director

Exhibit J - Cartification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2 Contractor Initials

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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.	

bel	ow listed questions are true and a	curate.			
,1,	The DUNS number for your entity	is:			<u> </u>
2.	In your business or organization's receive (1) 80 percent or more of loans, grants, sub-grants, and/or gross revenues from U.S. lederal cooperative agreements?	your annual gross reve cooperative agreement	inue in U.S. fed is: and (2) \$25,	feral confra 000,000 or	acts, subcontracts more in annual
92	NO	YES			
	If the answer to #2 above is NO,	stop here	1077 PC		
	If the answer to #2 above is YES	, please answer the follow	owing:		
3.	Does the public have access to a business or organization through Exchange Act of 1934 (15 U.S.C 1986?	periodic reports filed ur 78m(a), 78o(d)) or sect	nder section 13	(a) or 15(d	) of the Securities
	NO	YES			- 5
	If the answer to #3 above is YES	, stop here			
	If the answer to #3 above is NO.	please answer the follo	wing;	(A	£ #
4.	The names and compensation of organization are as follows:	the five most highly co	mpensated offi	cers in you	ir business or
	Name:	Amount:	- 36		
	Name:	Amount:			0:
	Name:	Amount:	122		
	Name:	Amount:			127
	Name:	Amount:			
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# New Hampshire Department of Health and Human Services Exhibit K



# **DHHS Information Security Requirements**

#### A. Definitions

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

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Foderal 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 Gulde, National Institute of Standards and Technology. U.S. Department of Commerce.
- "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 their or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Evilbit K DHHS Information Security Requirements Page 1 of 9 Contractor initials

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# New Hampshire Department of Health and Human Services Exhibit K



#### **DHHS Information Security Requirements**:

mall, 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, tosted, 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 "Pf") 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.
- "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.
- "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.
  - 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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# New Hampshire Department of Health and Human Services

#### Exhibit K

## **DHHS Information Security Requirements**



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

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 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.
- 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 Ponable Storage Devices. End User may not use computer disks or ponable 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 encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 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:
- Ground Mall Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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# New Hampshire Department of Health and Human Services 'Exhibit K

#### **DHHS Information Security Requirements**

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

- 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).
- 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.
- 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.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and Identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K DHHS Information Security Requirements Page 4 of 9

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# 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 Stato'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 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-accopted 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**



- 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.
- 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 tife of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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# New Hampshire Department of Health and Human Services Exhibit K



# **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, compty 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:
  - 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 toss, theft or inadvertent disclosure.
  - b. saleguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI. PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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# New Hampshire Department of Health and Human Services Exhibit K



#### **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 porsons 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 pontable 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:
- 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

Exhibit K DHHS Information Security Regularments Page 8 of 9 Convector inhibits 5/27/2021

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# New Hampshire Department of Health and Human Services Exhibit K

## **DHHS Information Security Requirements**

 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 miligation measures.

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

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHH\$PrlvacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Exhibit K OHHS Information

Security Requirements

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