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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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www.dhhs.nh.gov

September 8, 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 Public Health Services, to enter into contracts with the Contractors listed below in an amount not to exceed \$682,074 to provide Personal Responsibility Education Programs (PREP) to adolescents, which includes evidence-based sexual health education on abstinence and contraception, and adult preparation subjects with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Amoskeag Health Manchester, NH	157274	Manchester	\$447,603
TLC Family Resource Center Claremont, NH	170625	Claremont/Greater Sullivan County Area	\$234,471
		Total	\$682,074

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide adolescents up to age 19 years of age and pregnant or parenting adolescents up to age 21 years of age, living in the City of Manchester and the Claremont/Greater Sullivan County area, with the NH Personal Responsibility Education Program (PREP). This includes adolescents who are at high risk of pregnancy or sexually transmitted infections (STIs), including HIV/AIDS, which may include, but is not limited to adolescents who are homeless, in foster care, or victims of human trafficking. The goal of PREP is to decrease the number of teen births and STIs by educating adolescents on medically accurate, evidence-based sexual education and healthy relationships, adolescent development, and healthful life skills.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Approximately 720 individuals will be served in the City of Manchester, and approximately 255 individuals will be served in the Claremont/Greater Sullivan County area, from September 21, 2022 to June 30, 2025.

The City of Manchester and the Claremont/Greater Sullivan County area have been identified as having the highest teen birth rates in the State. The Contractors will provide an evidence-based and age appropriate PREP curriculum on contraception, abstinence, and adult preparation subjects for the prevention of adolescent pregnancy and STIs.

The Department will monitor contractor performance through required surveys and reports, including:

- Participant pre-program survey;
- Participant post-program survey;
- Six (6) month participant follow-up survey results; and
- Two (2) semi-annual narrative performance reports.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from April 25, 2022 through May 31, 2022. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

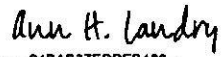
As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, teen births and STI rates may increase in the city of Manchester, and the Claremont/Greater Sullivan County area, which may cause New Hampshire to encounter an increase in long-term costs associated with healthcare and social services due to unintended pregnancies.

Source of Federal Funds: Assistance Listing Number #93.092, FAIN 2201NHPREP.

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

Respectfully submitted,

DocuSigned by:

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Lori A. Shibinette
Commissioner

Personal Responsibility Education Program (PREP) Contracts				
RFP-2023-DPHS-03-PERSO				
Fiscal Detail Sheet				
Amoskeag Health - Vendor #157274-B001				
05-95-90-902010-18440000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: US DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON CHILDREN, YOUTH AND FAMILIES, PERSONAL RESPONSIBILITY EDUCATION PROGRAM (100% Federal				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023	074-500589	Grants for Pub Asst and Rel	90018440	\$149,201
2024	074-500589	Grants for Pub Asst and Rel	90018440	\$149,201
2025	074-500589	Grants for Pub Asst and Rel	90018440	\$149,201
			<i>Subtotal:</i>	\$447,603
TLC Family Resource Center - Vendor # 170625-B001				
05-95-90-902010-18440000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: US DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON CHILDREN, YOUTH AND FAMILIES, PERSONAL RESPONSIBILITY EDUCATION PROGRAM (100% Federal				
State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amounts
2023	074-500589	Grants for Pub Asst and Rel	90018440	\$78,157
2024	074-500589	Grants for Pub Asst and Rel	90018440	\$78,157
2025	074-500589	Grants for Pub Asst and Rel	90018440	\$78,157
			<i>Subtotal:</i>	\$234,471
			TOTAL:	\$682,074

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

Project ID # RFP-2023-DPHS-03-PERSO
Project Title Personal Responsibility Education Program

	Maximum Points Available	Amoskeag Health	Merrimack Valley Assistance Planning (MVAP)	TLC Family Resource Center (TLC)
Technical				
Experience (Q1)	30	25	18	29
Partnerships & Letters of Commitment (Q2)	25	20	22	18
Outreach plan (Q3)	30	22	17	29
Capacity (Q4)	35	25	15	35
Curriculum (Q5)	10	7	5	8
Community Need (Q6)	10	4	6	8
Community Involvement (Q7)	10	5	5	10
Adult Preparation Subjects (Q8)	20	12	10	15
Medical Accuracy (Q9)	10	8	6	10
Staffing Plan (Q10)	20	14	12	18
Service Area and Numbers Served (Q11)	15	13	12	15
Reporting Requirements (Q12)	25	18	13	22
Subtotal - Technical	240	173	141	217
Cost				
Proposed Cost Not Required (DHHS funding formula based)	0	0	0	0
Subtotal - Cost	0	0	0	0
TOTAL POINTS	240	173	141	217
TOTAL PROPOSED VENDOR COST	\$0	\$0	\$0	\$0

	Reviewer Name
1	Rhonda Siegel
2	Haley Johnston
3	Brittany Foley
4	Lorlette Moir

	Title
1	Administrator III
2	Program Specialist IV
3	Health Promotion Advisor
4	Public Health Program Manager

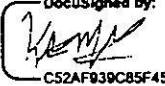
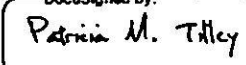
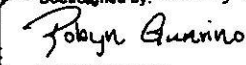
Subject: Personal Responsibility Education Program (RFP-2023-DPHS-03-PERSO-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amoskeag Health		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 05-95-90-902010- 18440000-074-500589	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$447,603
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 9/8/2022		1.12 Name and Title of Contractor Signatory Kris McCracken President/CEO	
1.13 State Agency Signature  Date: 9/8/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/8/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up three (3) 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide a Personal Responsibility Education Program (PREP) to adolescents up to 19 years of age and pregnant or parenting adolescents up to 21 years of age, who are at high risk of pregnancy or sexually transmitted infections (STIs), including HIV/AIDS, which may include adolescents who are:
 - 1.1.1. Homeless.
 - 1.1.2. In foster care.
 - 1.1.3. Living with HIV/AIDS.
 - 1.1.4. Victims of human trafficking.
- 1.2. The Contractor must ensure services are available in the City of Manchester through partnerships with local schools and community based organizations.
- 1.3. The Contractor must ensure adolescents are eligible to receive PREP services in accordance with the requirements in Subsections 1.1 and 1.2 above.
- 1.4. The Contractor must provide PREP services to a minimum of 240 adolescents each contract year of the Agreement period.
- 1.5. The Contractor must provide a Department-approved, evidence-based or evidence-informed PREP curriculum on contraception, abstinence, and adult preparation subjects that prevent pregnancy and STIs. Education topics must include, but are not limited to:
 - 1.5.1. HIV/AIDS.
 - 1.5.2. Healthy relationships, including:
 - 1.5.2.1. Marriage; and
 - 1.5.2.2. Family interactions.
 - 1.5.3. Adolescent development including, but not limited to:
 - 1.5.3.1. The development of healthy attitudes and values relative to adolescent growth and development;
 - 1.5.3.2. Body image;
 - 1.5.3.3. Racial and ethnic diversity and other related topics; and
 - 1.5.3.4. Health life skills, which may include:
 - 1.5.3.4.1. Goal-setting.
 - 1.5.3.4.2. Decision making.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

- 1.5.3.4.3. Negotiating.
 - 1.5.3.4.4. Communication.
 - 1.5.3.4.5. Interpersonal skills.
 - 1.5.3.4.6. Stress management.
- 1.6. The Contractor must replicate the "GET Real" effective evidence-based or evidence-informed age-appropriate curriculum model proven to:
- 1.6.1. Delay sexual activity;
 - 1.6.2. Increase condom use or other contraceptive use among adolescents who are sexually active;
 - 1.6.3. Reduce pregnancy and STIs among adolescents; and/or
 - 1.6.4. Emphasize responsible decision making and social and emotional skills.
- 1.7. The Contractor must provide the "GET Real" curriculum in community based and/or school settings.
- 1.8. The Contractor must ensure curriculum includes education on topics including, but not limited to:
- 1.8.1. Abstinence.
 - 1.8.2. Contraception.
- 1.9. The Contractor must replicate the full "GET Real" curriculum with fidelity to the original content of the programs, and may add on components related to pregnancy prevention and prevention of STIs.
- 1.10. The Contractor must ensure:
- 1.10.1. All adaptations to the evidence-based curricula follow federal guidance and are approved by curriculum model developers.
 - 1.10.2. Any component added to an evidence-based or evidence-informed program is well integrated into the program and should not alter the core components of the program model. Model adaptations are subject to approval by the Department.
 - 1.10.3. All programming is medically accurate, which for the purposes of this Agreement is defined as:
 - 1.10.3.1. Medically verified or supported methods and/or published in peer-reviewed journals where applicable, and/or
 - 1.10.3.2. Medical information leading professional organizations and agencies with relevant expertise in the medical field recognize as accurate, objective and complete.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

- 1.10.4. All education materials presented are factual and grounded on scientific research.
- 1.10.5. Any additions or modifications to evidence-based curricula are reviewed for medical accuracy and program fidelity prior to implementation by:
 - 1.10.5.1. The curriculum model developers;
 - 1.10.5.2. The Department; and
 - 1.10.5.3. The U.S. Department of Health and Human Services, Administration on Children, Youth and Families, Family and Youth Services Bureau.
- 1.11. The Contractor must ensure that all staff are trained on the selected curriculum and meet all curriculum facilitation requirements.
- 1.12. The Contractor must ensure adult preparation subjects include, but are not limited to:
 - 1.12.1. Healthy relationships, including:
 - 1.12.1.1. Positive self-esteem; and
 - 1.12.1.2. Relationship dynamics.
 - 1.12.2. Family interactions.
 - 1.12.3. Healthy life skills, including:
 - 1.12.3.1. Goal setting;
 - 1.12.3.2. Negotiation;
 - 1.12.3.3. Decision making communication;
 - 1.12.3.4. Stress management; and
 - 1.12.3.5. Interpersonal skills.
 - 1.12.4. Adolescent development including healthy attitudes and values on:
 - 1.12.4.1. Adolescent growth;
 - 1.12.4.2. Body image; and
 - 1.12.4.3. Racial and ethnic diversity.
- 1.13. The Contractor must collaborate with community stakeholders to implement PREP programming, which must include, but is not limited to:
 - 1.13.1. Education and reproductive health professionals and agencies.
 - 1.13.2. Adolescent organizations and groups with an emphasis on those who serve at-risk adolescents.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

- 1.14. The Contractor must conduct outreach activities, which may include:
 - 1.14.1. Engaging a Marketing and Communications Specialist.
 - 1.14.2. Promoting the PREP program through outreach to youth-serving organizations.
 - 1.14.3. Internal referral of youth to PREP programming.
 - 1.14.4. External community outreach events.
- 1.15. The Contractor must conduct surveys with PREP participants to assess program outcomes and additional needs.
- 1.16. The Contractor must evaluate survey results and, as needed, research and add additional medically-accurate information to the program materials to address needs identified by participants.
- 1.17. The Contractor must work with the Department's Maternal and Child Health epidemiologist, or a designee identified by the Department, as appropriate, in order to conduct a program evaluation.
- 1.18. The Contractor must collaborate with community based organizations and Public Health Regions in the greater Manchester area, as appropriate, to enhance PREP services, by participating in or with:
 - 1.18.1. Community needs assessments;
 - 1.18.2. Public health performance assessments;
 - 1.18.3. Local public health networks;
 - 1.18.4. The development of regional public health improvement plans;
 - 1.18.5. Youth coalitions; and
 - 1.18.6. Community partnership meetings.
- 1.19. The Contractor must:
 - 1.19.1. Attend in-person and/or virtual meetings with the Department upon request by the Department;
 - 1.19.2. Attend technical assistance sessions upon request by the Department;
 - 1.19.3. Attend progress review meetings;
 - 1.19.4. Participate in a national evaluation of PREP should the program be selected for evaluation;



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

- 1.19.5. Administer pre and post surveys for each middle school and high school cohort utilizing U.S. Department of Health and Human Services, Administration on Children, Youth and Families, Family and Youth Services Bureau PREP template surveys provided by the Department;
 - 1.19.6. Administer follow-up surveys to participating adolescents six (6) months after the completion of each cohort utilizing a template provided by the Department.
 - 1.19.7. Notify the Department in writing of a resignation, or hiring, of an administrator, coordinator, facilitator or any key staff essential to performing the services in this RFP. Written notice within 30 calendar days must be provided on agency letterhead with resume(s) attached.
 - 1.19.8. Notify the Department in writing if the executive director and/or program coordinator positions become vacant for more than three (3) months, which may result in a budget revision.
- 1.20. Reporting
- 1.20.1. The Contractor must submit aggregate data of all required activities and evaluation surveys to the Department twice annually in accordance with Attachment 1 – NH PREP Reporting Calendar, which must include but is not limited to:
 - 1.20.1.1. Output measures.
 - 1.20.1.2. Fidelity/adaptations.
 - 1.20.1.3. Implementation and capacity building.
 - 1.20.1.4. Outcome measures.
 - 1.20.1.5. Community data.
 - 1.20.2. The Contractor must at regular intervals as requested by the Department, provide aggregate data to the Department, including:
 - 1.20.2.1. Counts of unduplicated clients served by age, ethnicity and gender.
 - 1.20.2.2. The number of hours clients received in program and curriculum hours.
 - 1.20.2.3. The number of clients that completed the program offered.
 - 1.20.2.4. The number of clients completing pre, post, and six (6) month follow-up surveys.
 - 1.20.2.5. Program goals and objectives to demonstrate they have met the minimum required services.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

- 1.20.2.6. Fidelity/adaptations to evidence-based curricula.
- 1.20.2.7. Implementation and capacity building (community partnerships, competence with working with targeted population).
- 1.20.2.8. Participant outcome measures (behavioral, knowledge, intentions, confidence).
- 1.20.3. The Contractor must submit narrative reports to the Department twice annually in accordance with Attachment 1 – NH PREP Reporting Calendar, which must include:
 - 1.20.3.1. Progress;
 - 1.20.3.2. Challenges; and
 - 1.20.3.3. Opportunities for improvement.
- 1.20.4. The Contractor must submit required reports and aggregate data in accordance with Attachment 1 – NH PREP Reporting Calendar, to the Department at the specified timeframes, which includes, but is not limited to:
 - 1.20.4.1. Pre-survey aggregate data from all participants;
 - 1.20.4.2. Post-survey aggregate data from all participants;
 - 1.20.4.3. Six (6) month follow-up survey results from all participants; and
 - 1.20.4.4. Two (2) semi-annual narrative performance reports.
- 1.20.5. The Contractor, upon request by the Department, must provide other contract related data and metrics to the Department in a format specified by the Department.
- 1.21. Performance Measures
 - 1.21.1. The Department will monitor Contractor performance through the required reporting and evaluation surveys listed in Subsection 1.20.

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

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

Requirements.

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

- 3.2.1. The Contractor shall submit, within ten (10) calendar days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

3.5.1. 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.

3.5.2. 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.

3.5.3. 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.

3.5.4. 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

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records 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.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall 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.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds, from the Personal Responsibility Education Program, as awarded on December 22, 2021, by the US Department of Health and Human Services, Administration for Children and Families, CFDA 93.092, FAIN 2201NHPREP.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-3, Budget.
4. The Department may adjust the funding amount in the event the Contractor fails to meet the minimum numbers served each State Fiscal Year (SFY) of the Agreement period in accordance with Exhibit B, Scope of Services, Subsection 1.4.
5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

 DS

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT C

6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. 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.
9. Audits
 - 9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.1.1. 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.
 - 9.1.2. 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.
 - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.



**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

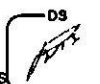
EXHIBIT C

- 9.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS


New Hampshire Department of Health and Human Services	
Contractor Name: <u>Amoskeag Health</u>	
Budget Request for: <u>Personal Responsibility Education Program (PREP)</u>	
Budget Period: <u>G&C Effective Date - June 30, 2023 (SFY 2023)</u>	
Indirect Cost Rate (if applicable): <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$92,980
2. Fringe Benefits	\$22,036
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$3,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$345
6. Travel	\$563
7. Software	\$513
8. (a) Other - Marketing/Communications	\$10,300
8. (b) Other - Education and Training	\$5,750
8. (c) Other - Other (specify below)	
<i>Other - Employee Health</i>	\$150
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$135,637
Total Indirect Costs	\$13,564
TOTAL	\$149,201

Contractor Initials



New Hampshire Department of Health and Human Services	
Contractor Name: Amoskeag Health	
Budget Request for: Personal Responsibility Education Program (PREP)	
Budget Period: July 1, 2023 - June 30, 2024 (SFY 2024)	
Indirect Cost Rate (if applicable): 10.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$94,840
2. Fringe Benefits	\$22,477
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$3,000
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$145
6. Travel	\$563
7. Software	\$513
8. (a) Other - Marketing/Communications	\$13,350
8. (b) Other - Education and Training	\$750
8. (c) Other - Other (specify below)	
Other - Employee Health	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$135,637
Total Indirect Costs	\$13,564
TOTAL	\$149,201

Contractor Initials 

Date 9/8/2022

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Amoskeag Health</u>	
Budget Request for: <u>Personal Responsibility Education Program (PREP)</u>	
Budget Period: <u>July 1, 2024 - June 30, 2025 (SFY 2025)</u>	
Indirect Cost Rate (if applicable): <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$96,737
2. Fringe Benefits	\$22,927
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$825
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$123
6. Travel	\$563
7. Software	\$513
8. (a) Other - Marketing/Communications	\$13,200
8. (b) Other - Education and Training	\$750
8. (c) Other - Other (specify below)	
Other - Employee Health	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$135,637
Total Indirect Costs	\$13,564
TOTAL	\$149,201

Contractor Initials 



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

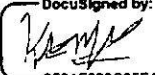
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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


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

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

Vendor Name: Amoskeag Health

9/8/2022
Date

DocuSigned by:

 052AF899095F454
 Name: KRIS McCracken
 Title: President/CEO

Vendor Initials 
 Date 9/8/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Amoskeag Health

9/8/2022

Date

DocuSigned by:

Name: KPT McCracken

Title: President/CEO

Vendor Initials

Date 9/8/2022



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Amoskeag Health

9/8/2022

Date

DocuSigned by:

Name: K. P. McCracken

Title: President/CEO

Contractor Initials

9/8/2022

Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

DS
[Signature]

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name: Amoskeag Health

9/8/2022
Date

DocuSigned by:

Name: KRIS McCracken
Title: President/CEO

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


Contractor Name: Amoskeag Health

9/8/2022

Date

DocuSigned by:

Name: KRIS McCracken
Title: President/CEO

Contractor Initials 
Date 9/8/2022



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials _____

Date 9/8/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials _____

Date 9/8/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Amoskeag Health

The State by:

Name of the Contractor

Patricia M. Tilley

Kris McCracken

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Kris McCracken

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

President/CEO

Title of Authorized Representative

9/8/2022

9/8/2022

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name: Amoskeag Health

9/8/2022

Date

DocuSigned by:

Name: KPTS McCracken

Title: President/CEO

Contractor Initials

9/8/2022
Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- The UEI (SAM.gov) number for your entity is: PJE7C4T4PEB8
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

If the Contractor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to access State or Department network or systems or use a Department issued device or other asset (e.g. computer, iPad, cell phone) in the fulfillment of this Agreement they shall: Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;

- 2. Use the information solely for conducting official Department business;
- 3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the State can be used by the contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office:
- 5. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems"

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or "state-funded email systems." The Contractor understands and agrees that use of email shall follow Department and DOIT standard policies. When utilizing the Department's email system the Contractor shall:

- a. Include in the signature lines information identifying the contractor as a non-state employee; and
- b. Contain the following embedded confidentiality notice:

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

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

VI. Contract End-of-Life Transition Services

- A. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- B. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- C. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- D. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this contract.



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- E. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- F. In the event where the contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

VII. Privacy Impact Assessment

- A. Upon request, the Contractor shall allow the Department to conduct a Privacy Impact Assessment (PIA) of its system, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1. How PII is gathered and stored;
 - 2. Who will have access to PII;
 - 3. How PII will be used in the system;
 - 4. How individual consent will be achieved and revoked; and
 - 5. Privacy practices.
- B. The Department may conduct follow-up PIA's in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

VIII. Website and Social Media

- A. The Contractor agrees that if performance of services on behalf of the Department involve using social media or a website for marketing or to solicit information of individuals or to gather Confidential data, the Contractor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.
- B. The Contractor agrees protected health information (PHI), personal information (PI), personally identifiable information (PII), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, PII, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

IX. 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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

X. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

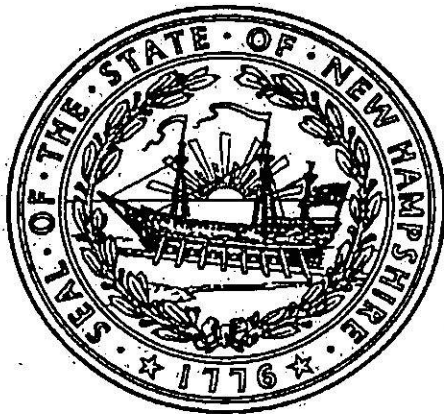
Department of State

CERTIFICATE

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

Business ID: 175115

Certificate Number: 0005780173



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

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular embossed mark.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

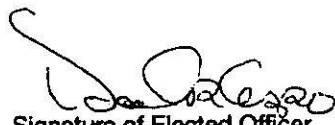
I, David Crespo hereby certify that: I am a duly elected Clerk/Secretary/Officer of Amoskeag Health

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 07/06/2022 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kris McCracken is duly authorized on behalf of Amoskeag Health 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 affect 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: 9/8/2022


Signature of Elected Officer
Name: David Crespo
Title: SECRETARY



AMOSKEAG HEALTH

MISSION

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

VISION

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

CORE VALUES

We believe in:

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



FINANCIAL STATEMENTS

June 30, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Amoskeag Health

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors
Amoskeag Health
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Opinion

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

Change in Accounting Principle

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 2, 2021

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

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

LIABILITIES AND NET ASSETS

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

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

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

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

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

AMOSKEAG HEALTH

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

	2021								Administrative and Support Services			
	Healthcare Services								Facility	Marketing and Fundraising	Administration	Total
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services				
Salaries and wages	\$ 1,443,105	\$ 572,404	\$ 2,179,922	\$ 69,028	\$ 5,916,509	\$ 832,105	\$ 275,664	\$11,288,737	\$ 132,793	\$ 165,591	\$ 1,651,759	\$13,238,880
Employee benefits	279,237	115,773	463,013	17,219	1,018,387	149,979	57,331	2,100,939	23,902	31,089	395,925	2,551,855
Program supplies	1,030	2,259	46,502	181,901	253,478	10,685	28,469	524,324	110	6,004	6,282	536,720
Contracted services	206,814	280,152	122,384	311,761	762,194	347,396	351,447	2,382,148	-	16,018	326,270	2,724,436
Occupancy	105,110	14,372	92,022	3,700	587,893	100,856	-	903,953	(530,075)	14,926	440,784	829,588
Other	78,320	8,310	68,944	-	160,715	18,080	20,064	354,433	72,395	39,600	402,084	868,512
Depreciation and amortization	566	-	14,276	-	95,931	569	1,573	112,915	242,975	504	143,974	500,368
Interest	-	-	-	-	-	-	-	-	58,146	-	4,435	62,581
Total	<u>\$ 2,114,182</u>	<u>\$ 993,270</u>	<u>\$ 2,987,063</u>	<u>\$ 583,609</u>	<u>\$ 8,795,107</u>	<u>\$ 1,459,670</u>	<u>\$ 734,548</u>	<u>\$17,667,449</u>	<u>\$ 246</u>	<u>\$ 273,732</u>	<u>\$ 3,371,513</u>	<u>\$21,312,940</u>
	2020								Administrative and Support Services			
	Healthcare Services								Facility	Marketing and Fundraising	Administration	Total
	Non-clinical Support Services	Enabling Services	Behavioral Health	Pharmacy	Medical	Special Medical Programs	Community Services	Total Healthcare Services				
Salaries and wages	\$ 1,718,516	\$ 526,822	\$ 1,927,974	\$ 79,500	\$ 5,631,705	\$ 842,162	\$ 236,825	\$10,963,504	\$ 125,802	\$ 158,008	\$ 1,671,681	\$12,918,995
Employee benefits	323,122	98,862	360,012	14,705	984,467	154,645	42,814	1,978,627	23,506	28,852	392,481	2,423,466
Program supplies	1,308	2,966	58,720	197,339	231,140	7,369	8,622	507,464	1,419	-	11,077	519,960
Contracted services	152,425	265,070	197,932	338,328	474,948	361,030	166,451	1,956,184	14,136	14,036	227,041	2,211,397
Occupancy	114,192	15,814	99,973	4,020	635,524	109,571	-	979,094	(524,235)	16,216	254,258	725,333
Other	69,816	5,692	87,212	435	101,999	20,137	42,731	328,022	55,165	22,673	384,122	789,982
Depreciation and amortization	205	-	11,358	-	50,809	569	1,224	64,165	241,318	462	120,846	426,791
Interest	-	-	-	-	-	-	-	-	62,889	-	23,949	86,838
Total	<u>\$ 2,379,584</u>	<u>\$ 915,226</u>	<u>\$ 2,743,181</u>	<u>\$ 634,327</u>	<u>\$ 8,110,592</u>	<u>\$ 1,495,483</u>	<u>\$ 498,667</u>	<u>\$16,777,060</u>	<u>\$ -</u>	<u>\$ 240,247</u>	<u>\$ 3,085,455</u>	<u>\$20,102,762</u>

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

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

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

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

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

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

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Organization

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

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

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

Use of Estimates

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

Income Taxes

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

COVID-19

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

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

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

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

Cash and Cash Equivalents

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

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Revenue Recognition and Patient Accounts Receivable

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

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

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

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

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

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

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

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

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

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

Medicare

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

Medicaid and Other Payors

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Patients

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

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

340B Contract Pharmacy Program Revenue

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

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

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

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

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

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

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

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

Grants and Other Receivables

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

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

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

AMOSKEAG HEALTH

Notes to Financial Statements

June 30, 2021 and 2020

Property and Equipment

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

Contributions

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

Functional Expenses

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

Reclassifications

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

Subsequent Events

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

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

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

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

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

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

3. Property and Equipment

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

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

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

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

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

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

5. Long-Term Debt

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

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

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

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

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

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

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

6. Net Assets

Net assets were as follows as of June 30:

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

7. Patient Service Revenue

Patient service revenue follows for the years ended June 30:

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

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

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

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

9. Medical Malpractice Insurance

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

10. Lease Commitments

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

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

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

AMOSKEAG HEALTH BOARD OF DIRECTORS AS OF 7/6/2022

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>
David	Crespo	*Board Secretary
Dawn	McKinney	Director
Angella	Chen-Shadeed	Director
Kathleen	Davidson	*Board Chair
Richard	Elwell	*Board Treasurer
David	Hildenbrand	Director
Thomas	Lavoie	Director
Oreste "Rusty"	Mosca	Director
Debra	Manning (Hirsch)	Director
Christian	Scott	*Board Vice-Chair
Madhab	Gurung	Director
Jill	Bille	Director
Obhed	Giri	Director
Gail	Tudor	Director
Sonia	Stagen	Director
Vanessa	Maradiaga	Director

LARA K. QUIROGA, M.ED.

lquiroga@amoskeaghealth.org

Expertise Highlights

Childhood Trauma	Children & Families in Poverty	Strategic Planning
Early Childhood Policy	Child Development	Quality Improvement Processes
Early Care & Education Administration	Professional Development	Project Management

Professional Experience

AMOSKEAG HEALTH– MANCHESTER, NH

2013 - present

Director of Community-Integrated Health & Wellbeing

- Lead Amoskeag Health's efforts to implement community-based programs and services designed to improve the health and wellbeing of the community at the individual, family, and population levels.
- Responsible for all aspects of innovative community-based programming, including planning, developing, implementing, and evaluating programs to meet the mission, vision, and strategic goals of Amoskeag Health, Community Schools Project, Early Learning Collaborative, Preschool Development Grant, Family Advisory Council, Community-Wide Pyramid-Model Leadership Team, Adverse Childhood Experiences Response Team (ACERT™), and the LAUNCH Manchester Strategic Plans.
- Engage in outreach, strategic partnerships, and developing and recommending long-term strategies and goals to expand Amoskeag Health's role as a leader in community wellness.
- Supervise myriad staff, including managers, early childhood specialists, community health workers, pediatric behavioral health clinicians, patient navigators, and community health educators.
- Responsible for oversight, acquisition, and expenditure of federal, state, local, and philanthropic funding totaling more than \$2.3M annually, including grants and cooperative agreements from the US Department of Justice (BJA, OJP, OVC), US Department of Education, and US Department of Health and Human Services (ACF, HRSA, SAMHSA,)

Director of Strategic Initiatives for Children

- Provide leadership in efforts to improve young child wellness and local service infrastructure, including implementing evidence-based and promising practices and facilitating the establishment of interagency collaborations with other community-based, child- and family-serving public agencies
- Responsible for the development and oversight of the local system of care activities to improve outcomes for young children through improved collaboration, integration, and infrastructure development, including the Adverse Childhood Experiences Response Team (ACERT™) in collaboration with the Manchester Police Department and YWCA NH
- Guide the development and implementation of the Strategic Plan and coordinate data and evaluation for performance reporting and evaluation purposes

Project LAUNCH Director

- Lead all Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) activities within the locally-funded community and ensure their effective and efficient service delivery, including improving a system of developmental screening, enhanced home visiting, mental health consultation in early care and education, integration of behavioral health into primary care, and parenting skills training
- Convene and lead a Local Council on Young Child Wellness to develop and implement a Strategic Plan
- Provide leadership in all local facets of young child wellness efforts and facilitate efforts to improve local infrastructure
- Guide the development and implementation of the Strategic Plan and coordinate data and evaluation for performance reporting and evaluation purposes
- Promote the Project LAUNCH mission through upholding standards of cultural competence, system of care principles, family involvement, and integrative practices

TUFTS UNIVERSITY– MEDFORD, MA

2011 - 2013

Communications and Project Administrator: Office of the President

- Conceptualize and manage the implementation of a coordinated system of communications for the university's strategic initiatives, including diversity, sustainability, administrative effectiveness, strategic planning, and capital planning
- Support various committees led by the President and Chief of Staff, including the President's Council on Diversity and Council on Campus Sustainability
- Coordinate with the Office of the Provost regarding strategic plan development aligned to the university's mission and vision and initiatives of the President's Office
- Collaborate with the Office of Institutional Research to gather and analyze data to be used as an evidence base for a range of ongoing and one-time projects
- Write and disseminate a broad range of communications and correspondence including reports, announcements, and messages to the Tufts community
- Manage content on the President's Office website

Accreditation Coordinator: Office of Institutional Research and Evaluation

- Provide support to the chair of the NEASC steering committee and assist the chairs of the 11 standard working groups in facilitating meetings and writing reports
- Serve as a resource for information on the accreditation process and the development of a comprehensive learning outcomes assessment system
- Coordinate and disseminate information to all individuals, committees, and agencies involved with the accreditation process
- Create, manage, organize, and update an accreditation wiki for internal university use and a virtual workroom for the visiting accreditation team
- Manage and schedule the accreditation site visit
- Coordinate the preparation of and edit Tufts' accreditation self-study

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH

2007 - 2011

Community Outreach Coordinator: School of Education

- Support collaboration with community partners, state organizations, and accrediting agencies
- Develop and assist in offering outreach programs and events supporting the professional development of students, teachers, parents, and faculty/staff
- Assist in the School of Education's reaccreditation preparation through the NH Department of Education
- Serve as writer and content editor for the university semi-annual magazine and editor of the School of Education monthly newsletter
- Coordinate with the Offices of Admissions and Transfer Admissions to streamline activities for prospective students, including open house and orientation events
- Developed two university-wide articulation agreements, including dual admission protocol and transfer credit equivalents, with local community colleges

Adjunct Faculty: School of Education and College of Online and Continuing Education

- Develop syllabus for course offerings, including required reading and writing assignments, quizzes, exams, observations, and class content for undergraduate and graduate-level coursework in the field of Child Development and Early Childhood Education
 - Administration of Child Development Programs
 - Behavior Theory and Practice
 - Child Assessment
 - Cognitive Development of Young Children
 - Family and Culture
 - Theories of Play
 - Infants and Toddlers
 - Language and Cognitive Development
 - Psychosocial Development

MANCHESTER COMMUNITY COLLEGE– MANCHESTER, NH

2006 - 2008

Adjunct Faculty: Early Childhood Education Department

- Teach undergraduate-level coursework in the field of Early Childhood Education
 - ECE 100 Early Child Growth & Development
 - ECE 116 Child Health, Safety, & Nutrition
 - ECE 250 Childcare Administration and Management

VNA CHILD CARE AND FAMILY RESOURCE CENTER– MANCHESTER, NH

2001 - 2007

Program Manager: Education and Professional Development

- Supervise over 50 staff and monitor classrooms to ensure the provision of developmentally appropriate care and education to approximately 200 children and families
- Coordinate and provide professional development and training for over 50 teaching staff
- Provide evaluation and assistance to teachers who care for children with behavioral issues, including involvement in Universal, Targeted, and Intensive PBIS Teams to develop school-wide behavior expectations and individualized behavior intervention plans based on functional behavioral assessment
- Liaise with representatives from the Manchester School District to ensure consistent implementation of the Early Reading First program, including Curiosity Corner curriculum, PPVT-4, and PALS-PreK assessments, and professional development
- Coordinate with the local school district to ensure children with special needs receive services in accordance with IEP/IFSP activities/goals
- Increase capacity for and design quality initiatives including literacy, math, science, gross motor, and language arts
- Monitor day to day operational expenditures and discrepancies and provide input into annual budget planning

HEAD START/EARLY HEAD START, SOUTHERN NH SERVICES, INC. – MANCHESTER, NH 1999 - 2001

Systems Coordinator

- Develop and implement community collaborations and agreements
- Monitor a multimillion-dollar budget and assist in the development and writing of federal grant proposals
- Collaborate with Management Team to revise various program systems
- Plan and coordinate monthly Parent Policy Committee meetings

Center Director

- Responsible for daily operations, management, and quality child care of the center
- Supervise teaching and family service staff
- Design and implement staff training
- Assist in recruitment of eligible families in the community for program enrollment

Teacher

- Caregiver in Head Start and Early Head Start programs
- Plan and implement developmentally appropriate curriculum
- Home visit with families enrolled in the program
- Select and order equipment for model infant/toddler and preschool classrooms

KIDS CARROUSEL – MANCHESTER, NH

1998 - 1999

Teacher

- Plan and implement daily schedule and lesson plans
- Supervise two assistants with responsibility for sixteen toddlers
- Develop the job description for the Assistant Teacher position

Selected Trainer/Consultant Work

SERESC PRESCHOOL TECHNICAL ASSISTANCE NETWORK– BEDFORD, NH 2009 - 2010
GROW, LEARN, & PLAY AT MOORE CENTER SERVICES, INC. – MANCHESTER, NH 2009
VNA CHILD CARE AND FAMILY RESOURCE CENTER– MANCHESTER, NH 2007 - 2010
EASTERSEALS CHILD DEVELOPMENT & FAMILY RESOURCE CENTER– MANCHESTER, NH 2014 -

Education

SOUTHERN NEW HAMPSHIRE UNIVERSITY– MANCHESTER, NH
Master of Education in Child Development with a concentration in Administration, 2007
Thesis: *The Influence of Teacher Education Level on Early Childhood Education Program Quality*

GRANITE STATE COLLEGE– MANCHESTER, NH
Bachelor of Science in Early Childhood Education Administration, 2004

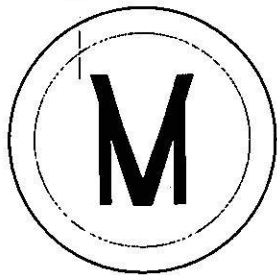
Professional Summary

AWARDS

- DEA Operation Engage Excellence in Leadership Award 2021 for demonstrating strong prevention through a program, event, or initiative
- Henry Morgan Award for achievement in professional development and commitment to improving the quality of care and education in New Hampshire
- New Hampshire Early Learning Champion Award in 2015, 2016, 2018, and 2019
- New Futures' Nicholas Halias Law Enforcement Award in 2019 recognizing the promotion of excellence, innovation, and collaboration between law enforcement and community partners, in turn improving health outcomes
- Addiction Policy Forum Innovator of the Year Award in 2019

SELECTED BOARDS, COMMUNITY AFFILIATIONS, VOLUNTEERISM, AND ACTIVITIES

- Member of Governor-appointed Council on Thriving Children representing local providers of early childhood education and development services (2020-present)
- Lead Member of the NH Alliance of Early Childhood Coalitions (2020-present)
- New Futures Early Childhood Advocacy Advisory Board (2021-present)
- Member of City of Manchester Office of Youth Services Advisory Board (2020-present)
- Vice Chair of Manchester Community Resource Center Board of Directors (2018-present)
- Vice Chair of Concordia Lutheran Church Council (2020 – present)
- NH Children's Trust Board of Directors (Board Chair 2016-2019; Board member 2011-2019)
- Leadership Greater Manchester Class of 2019
- Presenter at the National Center for School Mental Health Annual Conference on Advancing School Mental Health (2019)
- Co-Chair of Spark NH Policy Committee (2017-2018)
- Presenter at the Zero to Three National Training Institute (2016)
- Presenter at the Pyramid Model Consortium National Training Institute on Effective Practices: Addressing Challenging Behavior (2016, 2018)
- Presenter at the NAEYC Annual Conference (2008, 2009, 2010) and NAEYC Professional Development Institute (2010)



EDUCATION

M.A. Interactive Media
Elon University
Elon, NC
2017

B.A. English Literature
With Minors In
Professional Writing
& Communications
SUNY Cortland
Cortland, NY
2016

CERTIFICATIONS



HubSpot Inbound Marketing

HubSpot Social Media Marketing

HubSpot Email Marketing

SKILLS

Adobe Creative Suite

Constant Contact

Microsoft Office

Photography

WordPress

Hootsuite

Canva

Asana

VIRGINIA MERRILL

ENHANCING CONTENT, COMMUNICATION, AND CREATIVE COLLABORATION

EXPERIENCE

COMMUNICATIONS & MARKETING SPECIALIST February 2021-Present
Amoskeag Health Manchester, NH

- Oversee internal and external communications for a federally qualified health center
- Develop and maintain the master content calendar
- Manage the website, social media outlets, and email marketing
- Produce supporting print and digital marketing collateral

CONTENT MARKETING SPECIALIST November 2020-Present
Contract Work (Currently for Interim Physicians) Remote

- Perform competitor research and content audits to develop a content marketing strategy
- Design and maintain the content calendar
- Collaborate with sales leaders regarding campaign initiatives and client outreach

CONTENT STRATEGIST July 2020-November 2020
Vital Design, LLC Portsmouth, NH

- Created digital and print media for clients across 12 industry verticals
- Conducted 10x competitor research and wrote content to SEO best practices
- Interviewed internal strategists, developing detailed case studies for use as sales collateral

CONTENT MARKETING WRITER November 2018-April 2020
Medicus Healthcare Solutions Windham, NH

- Built and maintained the content calendar; produced blog posts and white papers for six different company stakeholders
- Collaborated with the creative team to increase brand awareness across all multimedia channels and position the organization as a thought leader
- Discussed department successes and generated case studies showcasing service offerings
- Introduced state spotlights, featuring sales territories with open opportunities to attract candidates
- Piloted physician interviews, creating human interest stories that connected doctors to the organization
- Established a written style guide for consistent client and company-wide communication
- Proofread C-level and physician-facing email campaigns; provided message enhancements
- Developed time-sensitive internal and external crisis communications followed by appropriate publication adjustments

MARKETING COORDINATOR July 2017-August 2018
Southern District YMCA/Camp Lincoln, Inc. Exeter, NH

- Produced print and digital marketing collateral that maintained the YMCA's branding
- Streamlined the organization's promotional process by implementing a marketing request form; coordinated with three different branches to promote programs/events
- Cultivated strong relationships with local news outlets; transformed member testimonials into mission-driven impact stories
- Oversaw internal and external communications regarding two executive leadership changes
- Executed strategic email marketing initiatives, increasing the average open rate by 17% and average click-through rate by 5%
- Managed social media outlets, increasing Instagram followers by 47% and Facebook followers by 13%

CONTENT STRATEGIST & LEAD PHOTOGRAPHER October 2016-January 2017
Frumbjörg Reykjavik, Iceland

- Worked with the client and creative team to develop a rebranding strategy; wrote original copy for the redesigned website
- Planned a "24-Hour Innovation Day" and produced the promotional marketing collateral
- Storyboarded raw video footage, photographed on-site events, and interviewed prominent members of the Icelandic community, including a member of parliament and the president of Iceland

Lesly Anguiano

Experience

March 2021 – Present

PRÉP Facilitator/Coordinator, AMOSKEAG HEALTH MANCHESTER NH

Provide and administer the PRÉP program. Training staff and facilitating groups complying with fidelity. Managing program budget and collecting data for state reporting. Develop and manage relations with community partners.

Jan 2020 – March 2021

PRÉP Facilitator, AMOSKEAG HEALTH MANCHESTER NH

Provide comprehensive sexual health education to teens to reduce pregnancy and sexually transmitted infections. To increase healthy relationship and positive development within the community.

June 2019 – Jan 2020

Bilingual Patient Service Representative, AMOSKEAG HEALTH MANCHESTER NH

Responsible for arriving patients for scheduled appointments, establishing new patient, assisting uninsured/underinsured patients who meet certain programs. Collecting copays and setting up payment arrangements.

March 2019 – June 2019

Call Center Representative, COLLOGIX, INC BEDFORD NH

Provide accurate and confidential insurance benefits to medical providers.

Oct 2017 – March 2019

Administrative Assistant, BARONS MAJOR BRANDS MANCHESTER NH

Create and deliver daily sales report for all 7 store locations. Develop and maintain filing system for service orders, delivery orders and sales reports. Answered more than 200 calls within shift for all store locations as well as answered questions, complaints and concerns.

Nov 2014 – Aug 2017

Store Clerk, QUIKTRIP FORT WORTH TX

Assist management with tasks, managing shift staff when assigned. Assisted with kitchen operations, inventory ordering and cash handling.

Education

- **Feb 2022** *Basic life support, Exeter Hospital*
- **Oct 2021** *Get Real Training of the Educator for high school, PPLM*
- **Nov 2020** *Advancing Excellence in Transgender Health, HARVARD MEDICAL SCHOOL*
- **Nov. 2020** *Someone You Love: The HPV Epidemic Film Screening and Discussion, Southern NH AHEC*
- **Nov -Dec 2020** *LGBTQ Youth Training, and Stage of change, Granite United Way Youth Enrichment Partnership*
- **Nov 2020** *Inspiring Remote / Hybrid Learners through Media and Technology, Media Youth Power*
- **June 2015** *Amon Carter Riverside High School, Fort Worth TX*

- Clean assigned areas to Aramark and client standards and requirements
- Follow procedure for storage and disposal of trash and transports it to designated areas
- Report maintenance concerns via work order requests to appropriate personnel
- Secure the facility, ensuring building is locked/unlocked as required
- Ensure security of company assets
- Other duties and tasks as assigned by manager

Clinical and Administrative Skills

- | | |
|---|---|
| • Administering medications and injections | Maintaining medical equipment and quality control Standards |
| • Applying dressings/Suture and Staple Removal | Performing accurate assessment of vital signs |
| • Arranging prescription refills | Performing EKG's and Phlebotomy |
| • Conveying information to patients | Preparing treatment rooms for examinations of patients |
| • Scheduling Appointments | Collection and testing of Urine/Strep/Mono/Pregnancy |
| • Following infection control and safety guidelines | Sterilizing instruments |



JOB DESCRIPTION

PREP Facilitator

JOB SUMMARY:

The PREP Program Facilitator is responsible for supporting the development, implementation, and evaluation of the PREP (Personal Responsibility Education Program) facilitating an ongoing Get Real curriculum targeting at-risk teens in Manchester.

JOB RELATIONSHIPS:

1. The PREP Facilitator reports to the PREP Supervisor.
2. Other relationships: Works closely with other PREP Facilitators, Advancement staff, Medical Providers, Behavioral Health Clinicians, and perinatal clinical staff.

RESPONSIBILITIES & AUTHORITIES:

1. Facilitate ongoing PREP classes using an evidence-informed curriculum designed to provide skill building to at-risk teens in Manchester.
2. Support the implementation of an evidence-informed pregnancy and STI prevention educational program.
3. Support the PREP Coordinator in the development and implementation of community outreach programs to promote the program and general pregnancy and STI prevention education with both service providers and potential clients, especially targeting hard-to-reach populations. Included in this is involvement and posting of social media educational outreach.
4. Input and analyze data from state and federal surveys taken from PREP classes to support the program coordinator in creating tri-annual grant reports.

KNOWLEDGE, SKILLS AND ABILITIES:

- Understanding of and commitment to adolescent health, and willingness to work as a member of a team providing unbiased health and social services to adolescents.
- Demonstrated ability to develop health education programs and interventions using participatory, competency-based and non-formal methods.
- Demonstrated ability to conduct effective outreach activities targeting multiple communities within a geographic area.
- Willingness and ability to collaborate on the implementation of programs with colleagues from other youth-serving and social service agencies.
- Ability to work with people from many different backgrounds.
- Excellent organizational skills
- Excellent written and verbal communication skills.

ADDITIONAL KNOWLEDGE/SKILLS/ABILITIES:

In addition, individual must possess these knowledge and these skills and abilities or be able to explain and demonstrate that the individual can perform the primary functions of the job with or without reasonable accommodation using some other combination of skills and abilities and to possess the

necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks, raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists, hands and/or fingertips.
2. Ability to express or exchange ideas by means of the spoken word.
3. Ability to receive detailed information through oral communication and make fine discrimination in sound.
4. Ability to interact effectively with people of varied educational, socioeconomic and ethnic backgrounds, skill levels and value systems; to work with frequent interruptions and to respond appropriately to unexpected situations. Excellent listening skills.
5. Ability to exert up to twenty (20) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping, kneeling, crouching, and reaching; walking, particularly for long distances, and standing for sustained periods of time.
6. Visual acuity sufficient for work which deals largely with visual inspection involving small anatomical or physiological details as well as the whole patient, preparing and analyzing data and figures, accounting, computer terminal operation, extensive reading, and visual inspection involving small parts/defects.
7. Excellent written, verbal communication and social skills.
8. Ability to endure periods of heavy workload or excessive stress.
9. Ability to wear equipment such as safety glasses, gowns, etc.
10. Knowledge of database and spreadsheet software systems. Computer skills preferred and basic financial skills, as well as analytical skills for trend and situational analysis desired.
11. Ability to transport self to meetings, event and affiliated vendors.
12. Not substantially exposed to adverse environmental conditions.
13. Based on the mental requirements of the position, please check below the ADA statement that best fits the position.: Requires the ability to plan and perform diversified duties requiring extensive knowledge of a particular field and the use of a wide range of procedures. Involves the exercise of judgment in the analysis of facts and conditions regarding individual problems or transactions to determine what actions should be taken within the limits of standard practice.

QUALIFICATIONS:

- Bachelor's Degree in Social Work or related field, or equivalent work experience preferred
- Spanish or other language skills preferred.

SALARY RANGE: Non - Exempt Position

No reasonably anticipated exposure to blood and body fluids in completing this job.

This is a CATEGORY 2 job (with regard to OSHA):

No reasonably anticipated exposure to blood and body fluids in completing this job.

Amoskeag Health is an Equal Opportunity Employer (EOE)

**Amoskeag Health
PREP
SFY23**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lara Quiroga	Director of Community-Integrated Health and Wellbeing	\$96,720	3%	\$2,418
Lesly Anguiano Padilla	PREP Supervisor	\$45,760	100%	\$45,760
Raineri Casihis Cancu	PREP Facilitator	\$30,635	100%	\$30,365
Vacant	PREP Facilitator	\$11,232	100%	\$11,232
Virginia Merrill	Communications and Marketing Specialist	\$58,718	5%	\$2,936

**Amoskeag Health
PREP
SFY24**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lara Quiroga	Director of Community-Integrated Health and Wellbeing	\$98,592	3%	\$2,465
Lesly Anguiano Padilla	PREP Supervisor	\$46,675	100%	\$46,675
Raineri Casihis Cancu	PREP Facilitator	\$31,250	100%	\$31,250
Vacant	PREP Facilitator	\$11,457	100%	\$11,457
Virginia Merrill	Communications and Marketing Specialist	\$59,862	5%	\$2,993

**Amoskeag Health
PREP
SFY25**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lara Quiroga	Director of Community-Integrated Health and Wellbeing	\$100,547	3%	\$2,514
Lesly Anguiano Padilla	PREP Supervisor	\$47,632	100%	\$47,632
Raineri Casihis Cancu	PREP Facilitator	\$31,882	100%	\$31,882
Vacant	PREP Facilitator	\$11,656	100%	\$11,656
Virginia Merrill	Communications and Marketing Specialist	\$61,048	5%	\$3,052

Attachment 1 - NH PREP Reporting Calendar

NH Personal Responsibility Education Program (PREP) Reporting Calendar SFY 23-25

All dates and reporting requirements are subject to change at the discretion of the NH PREP Program and the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), Family and Youth Services Bureau (FYSB).

SFY 23 (July 1, 2022–June 30, 2023)

Due Date:	Reporting Requirement:
July 8, 2022 ONLY FOR THOSE WHO WERE A SUB-RECIPIENT PRIOR TO JULY 1, 2022	Performance Measures Data (participant survey data)
October 7, 2022	Semi-Annual Narrative Performance Report
February 10, 2023	Performance Measures Data (participant survey data)
April 7, 2023	Semi-Annual Narrative Performance Report

SFY 24 (July 1, 2023- June 30, 2024)

Due Date:	Reporting Requirement:
July 7, 2023	Performance Measures Data (participant survey data)
October 6, 2023	Semi-Annual Narrative Performance Report
February 9, 2024	Performance Measures Data (participant survey data)
April 5, 2024	Semi-Annual Narrative Performance Report

SFY 25 (July 1, 2024 – June 30, 2025)

July 3, 2024	Performance Measures Data (participant survey data)
October 4, 2024	Semi-Annual Narrative Performance Report
February 7, 2025	Performance Measures Data (participant survey data)
April 4, 2025	Semi-Annual Narrative Performance Report
July 3, 2025	FINAL Performance Measures Data (participant survey data)
October 3, 2025	FINAL Semi-Annual Narrative Performance Report



9/8/2022

Subject: Personal Responsibility Education Program (RFP-2023-DPHS-03-PERSO-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name TLC Family Resource Cetner		1.4 Contractor Address 62 Pleasant Street, PO Box 1098 Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-1848	1.6 Account Number 05-95-90-902010- 18440000-074-500589	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$234,471
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Stephanie Slayton</i> Date: 9/7/2022		1.12 Name and Title of Contractor Signatory Stephanie Slayton Executive Director	
1.13 State Agency Signature <i>Patricia M. Tilley</i> Date: 9/8/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Guano</i> On: 9/8/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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SS
Date 9/7/2022

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up three (3) 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide a Personal Responsibility Education Program (PREP) to adolescents up to 19 years of age and pregnant or parenting adolescents up to 21 years of age, who are at high risk of pregnancy or sexually transmitted infections (STIs), including HIV/AIDS, which may include adolescents who are:
 - 1.1.1. Homeless.
 - 1.1.2. In foster care.
 - 1.1.3. Living with HIV/AIDS.
 - 1.1.4. Victims of human trafficking.
- 1.2. The Contractor must ensure services are available in the Claremont/Greater Sullivan County area through partnerships with local schools and community health providers.
- 1.3. The Contractor must ensure adolescents are eligible to receive PREP services in accordance with the requirements in Subsections 1.1 and 1.2 above.
- 1.4. The Contractor must provide PREP services to eligible Adolescents each year of the Agreement period, as follows:
 - 1.4.1. A minimum of 75 Adolescents in Year 1 of the Agreement period,
 - 1.4.2. A minimum of 85 Adolescents in Year 2 of the Agreement period, and
 - 1.4.3. A minimum of 95 Adolescents in Year 3 of the Agreement period; and
- 1.5. The Contractor must provide a Department-approved, evidence-based or evidence-informed PREP curriculum on contraception, abstinence, and adult preparation subjects that prevent pregnancy and STIs. Education topics must include, but are not limited to:
 - 1.5.1. HIV/AIDS.
 - 1.5.2. Healthy relationships, including:
 - 1.5.2.1. Marriage; and
 - 1.5.2.2. Family interactions.
 - 1.5.3. Adolescent development including, but not limited to:
 - 1.5.3.1. The development of healthy attitudes and values relative to adolescent growth and development;
 - 1.5.3.2. Body image;
 - 1.5.3.3. Racial and ethnic diversity and other related topics; ~~and~~

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EXHIBIT B

- 1.5.3.4. Health life skills, which may include:
 - 1.5.3.4.1. Goal-setting.
 - 1.5.3.4.2. Decision making.
 - 1.5.3.4.3. Negotiating.
 - 1.5.3.4.4. Communication.
 - 1.5.3.4.5. Interpersonal skills.
 - 1.5.3.4.6. Stress management.
- 1.6. The Contractor must replicate the "GET Real" effective evidence-based or evidence-informed age-appropriate curriculum model proven to:
 - 1.6.1. Delay sexual activity;
 - 1.6.2. Increase condom use or other contraceptive use among adolescents who are sexually active;
 - 1.6.3. Reduce pregnancy and STIs among adolescents; and/or
 - 1.6.4. Emphasize responsible decision making and social and emotional skills.
- 1.7. The Contractor must provide the "GET Real" curriculum in community based and school settings.
- 1.8. The Contractor must ensure curriculum includes education on topics including, but not limited to:
 - 1.8.1. Abstinence.
 - 1.8.2. Contraception.
- 1.9. The Contractor must replicate the full "GET Real" curriculum with fidelity to the original content of the programs, and may add on components related to pregnancy prevention and prevention of STIs.
- 1.10. The Contractor must ensure:
 - 1.10.1. All adaptations to the evidence-based curricula follow federal guidance and are approved by curriculum model developers.
 - 1.10.2. Any component added to an evidence-based or evidence-informed program is well integrated into the program and should not alter the core components of the program model. Model adaptations are subject to approval by the Department.
 - 1.10.3. All programming is medically accurate, which for the purposes of this Agreement is defined as:

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- 1.10.3.1. Medically verified or supported methods and/or published in peer-reviewed journals where applicable, and/or
- 1.10.3.2. Medical information leading professional organizations and agencies with relevant expertise in the medical field recognize as accurate, objective and complete.
- 1.10.4. All education materials presented are factual and grounded on scientific research.
- 1.10.5. Any additions or modifications to evidence-based curricula are reviewed for medical accuracy and program fidelity prior to implementation by:
 - 1.10.5.1. The curriculum model developers;
 - 1.10.5.2. The Department; and
 - 1.10.5.3. The U.S. Department of Health and Human Services, Administration on Children, Youth and Families, Family and Youth Services Bureau.
- 1.11. The Contractor must ensure that all staff are trained on the selected curriculum and meet all curriculum facilitation requirements.
- 1.12. The Contractor must ensure new staff receive ongoing mentorship from the PREP Coordinator, including observation and feedback on their facilitation.
- 1.13. The Contractor must ensure adult preparation subjects include, but are not limited to:
 - 1.13.1. Healthy relationships, including:
 - 1.13.1.1. Positive self-esteem; and
 - 1.13.1.2. Relationship dynamics.
 - 1.13.2. Family interactions.
 - 1.13.3. Healthy life skills, including:
 - 1.13.3.1. Goal setting;
 - 1.13.3.2. Negotiation;
 - 1.13.3.3. Decision making communication;
 - 1.13.3.4. Stress management; and
 - 1.13.3.5. Interpersonal skills.
 - 1.13.4. Adolescent development including healthy attitudes and values on:
 - 1.13.4.1. Adolescent growth;
 - 1.13.4.2. Body image; and

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- 1.13.4.3. Racial and ethnic diversity.
- 1.14. The Contractor must collaborate with community stakeholders to implement PREP programming, which must include, but is not limited to:
 - 1.14.1. Education and reproductive health professionals and agencies.
 - 1.14.2. Adolescent organizations and groups with an emphasis on those who serve at-risk adolescents.
- 1.15. The Contractor must conduct outreach activities, which may include, but are not limited to:
 - 1.15.1. Hosting informational sessions for students and parents.
 - 1.15.2. Hosting onsite PREP registration and enrollment sessions for adolescents.
 - 1.15.3. Facilitating collaboration sessions to provide PREP curriculum during group meetings and classes, with:
 - 1.15.3.1. Health teachers;
 - 1.15.3.2. Special educators;
 - 1.15.3.3. School counselors; and
 - 1.15.3.4. Summer camp directors.
 - 1.15.4. Promoting PREP programs to students, parents and staff through:
 - 1.15.4.1. Marketing including posters, newsletters, and social media;
 - 1.15.4.2. Local community partnership and health coalitions;
 - 1.15.4.3. Community events; and
 - 1.15.4.4. Maintaining an updated website and Facebook page with information on PREP and resources for adolescents and their families.
- 1.16. The Contractor must work with community partners to assess the need for comprehensive sexual health education through, but not limited to:
 - 1.16.1. Participation at local public health networks.
 - 1.16.2. Youth coalitions.
 - 1.16.3. Community partnership meetings.
- 1.17. The Contractor must conduct surveys with PREP participants to assess program outcomes and additional needs.
- 1.18. The Contractor must evaluate survey results and, as needed, research and add additional medically-accurate information to the program materials to address needs identified by participants.

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- 1.19. The Contractor must work with the Department's Maternal and Child Health epidemiologist, or a designee identified by the Department, as appropriate, in order to conduct a program evaluation.
- 1.20. The Contractor must collaborate with community based organizations and Public Health Regions in the Claremont/Greater Sullivan County Area, as appropriate, by participating in:
 - 1.20.1. Community needs assessments;
 - 1.20.2. Public health performance assessments; and
 - 1.20.3. The development of regional public health improvement plans.
- 1.21. The Contractor must:
 - 1.21.1. Attend in-person and/or virtual meetings with the Department upon request by the Department;
 - 1.21.2. Attend technical assistance sessions upon request by the Department;
 - 1.21.3. Attend progress review meetings;
 - 1.21.4. Participate in a national evaluation of PREP should the program be selected for evaluation;
 - 1.21.5. Administer pre and post surveys for each middle school and high school cohort utilizing U.S. Department of Health and Human Services, Administration on Children, Youth and Families, Family and Youth Services Bureau PREP template surveys provided by the Department;
 - 1.21.6. Administer follow-up surveys to participating adolescents six (6) months after the completion of each cohort utilizing a template provided by the Department.
 - 1.21.7. Notify the Department in writing of a resignation, or hiring, of an administrator, coordinator, facilitator or any key staff essential to performing the services in this RFP. Written notice within 30 calendar days must be provided on agency letterhead with resume(s) attached.
 - 1.21.8. Notify the Department in writing if the executive director and/or program coordinator positions become vacant for more than three (3) months, which may result in a budget revision.
- 1.22. Reporting
 - 1.22.1. The Contractor must submit aggregate data of all required activities and evaluation surveys to the Department twice annually in accordance with Attachment 1 – NH PREP Reporting Calendar, which must include but is not limited to:

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- 1.22.1.1. Output measures.
- 1.22.1.2. Fidelity/adaptations.
- 1.22.1.3. Implementation and capacity building.
- 1.22.1.4. Outcome measures.
- 1.22.1.5. Community data.
- 1.22.2. The Contractor must at regular intervals as requested by the Department, provide aggregate data to the Department, including:
 - 1.22.2.1. Counts of unduplicated clients served by age, ethnicity and gender.
 - 1.22.2.2. The number of hours clients received in program and curriculum hours.
 - 1.22.2.3. The number of clients that completed the program offered.
 - 1.22.2.4. The number of clients completing pre, post, and six (6) month follow-up surveys.
 - 1.22.2.5. Program goals and objectives to demonstrate they have met the minimum required services.
 - 1.22.2.6. Fidelity/adaptations to evidence-based curricula.
 - 1.22.2.7. Implementation and capacity building (community partnerships, competence with working with targeted population).
 - 1.22.2.8. Participant outcome measures (behavioral, knowledge, intentions, confidence).
- 1.22.3. The Contractor must submit narrative reports to the Department twice annually in accordance with Attachment 1 – NH PREP Reporting Calendar, which must include:
 - 1.22.3.1. Progress;
 - 1.22.3.2. Challenges; and
 - 1.22.3.3. Opportunities for improvement.
- 1.22.4. The Contractor must submit required reports and aggregate data in accordance with Attachment 1 – NH PREP Reporting Calendar, to the Department at the specified timeframes, which includes, but is not limited to:
 - 1.22.4.1. Pre-survey aggregate data from all participants;
 - 1.22.4.2. Post-survey aggregate data from all participants;

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1.22.4.3. Six (6) month follow-up survey results from all participants;
and

1.22.4.4. Two (2) semi-annual narrative performance reports.

1.22.5. The Contractor, upon request by the Department, must provide other contract related data and metrics to the Department in a format specified by the Department.

1.23. Performance Measures

1.23.1. The Department will monitor Contractor performance through the required reporting and surveys listed in Subsection 1.22.

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. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

3.2.1. The Contractor shall submit, within ten (10) calendar days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

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3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in

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conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

- 3.5.1. 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.
- 3.5.2. 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.
- 3.5.3. 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.
- 3.5.4. 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 re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

4. Records

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

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- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records 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.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall 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 100% Federal funds, from the Personal Responsibility Education Program, as awarded on December 22, 2021, by the US Department of Health and Human Services, Administration for Children and Families, CFDA 93.092, FAIN 2201NHPREP.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-3, Budget.
4. The Department may adjust the funding amount in the event the Contractor fails to meet the minimum numbers served each year of the Agreement period in accordance with Exhibit B, Scope of Services, Subsection 1.4.
5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

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

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT C

6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. 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.
9. Audits
 - 9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.1.1. 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.
 - 9.1.2. 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.
 - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Personal Responsibility Education Program**

EXHIBIT C

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

New Hampshire Department of Health and Human Services	
Contractor Name: <i>TLC Family Resource Center</i>	
Budget Request for: <i>Personal Responsibility Education Program (PREP)</i>	
Budget Period: <i>G&C Effective Date - June 30, 2023</i>	
Indirect Cost Rate (if applicable): <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$61,655
2. Fringe Benefits	\$7,368
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$344
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$600
7. Software	\$0
8. (a) Other - Marketing/Communications	\$5,250
8. (b) Other - Education and Training	\$2,400
8. (c) Other - Other (specify below)	
<i>Cell Phone</i>	\$540
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$78,157
Total Indirect Costs	\$0
TOTAL	\$78,157

Contractor Initials DS
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New Hampshire Department of Health and Human Services	
Contractor Name: <i>TLC Family Resource Center</i>	
Budget Request for: <i>Personal Responsibility Education Program (PREP)</i>	
Budget Period: <i>July 1, 2023 - June 30, 2024</i>	
Indirect Cost Rate (if applicable): <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$61,655
2. Fringe Benefits	\$7,368
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$344
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$600
7. Software	\$0
8. (a) Other - Marketing/Communications	\$5,250
8. (b) Other - Education and Training	\$2,400
8. (c) Other - Other (specify below)	
<i>Cell Phone</i>	\$540
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$78,157
Total Indirect Costs	\$0
TOTAL	\$78,157

Contractor Initials DS
SS

New Hampshire Department of Health and Human Services	
Contractor Name: <u>TLC Family Resource Center</u>	
Budget Request for: <u>Personal Responsibility Education Program (PREP)</u>	
Budget Period: <u>July 1, 2024 - June 30, 2025</u>	
Indirect Cost Rate (if applicable): <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$61,655
2. Fringe Benefits	\$7,368
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$344
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$600
7. Software	\$0
8.(a) Other - Marketing/Communications	\$5,250
8.(b) Other - Education and Training	\$2,400
8.(c) Other - Other (specify below)	
Cell Phone	\$540
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$78,157
Total Indirect Costs	\$0
TOTAL	\$78,157

Contractor Initials DS
SS



**New Hampshire Department of Health and Human Services
Exhibit D**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name: TLC Family Resource Center

9/7/2022

Date

DocuSigned by:

Stephanie Slayton

Name: Stephanie Slayton

Title: Executive Director

Vendor Initials SS
Date 9/7/2022



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: TLC Family Resource Center

9/7/2022

Date

DocuSigned by:

Stephanie Slayton

Name: Stephanie Slayton

Title: Executive Director

DS
SS

Vendor Initials

9/7/2022

Date



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: TLC Family Resource Center

9/7/2022

Date

DocuSigned by:

Stephanie Slayton

Name: Stephanie Slayton

Title: Executive Director

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**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: TLC Family Resource Center

9/7/2022

Date

DocuSigned by:

Stephanie Slayton

Name: Stephanie Slayton

Title: Executive Director

Exhibit G

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

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SS

Contractor Initials



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: TLC Family Resource Center

9/7/2022

Date

DocuSigned by:
Stephanie Slayton
Name: Stephanie slayton
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

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

Contractor Initials

SS

Date 9/7/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services

TLC Family Resource Center

The State by:

Name of the Contractor

Patricia M. Tilley

Stephanie Slayton

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Stephanie Slayton

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

9/8/2022

9/7/2022

Date

Date

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**New Hampshire Department of Health and Human Services
Exhibit J**

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 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.

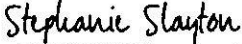
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: TLC Family Resource Center

9/7/2022

Date

DocuSigned by:

 Name: Stephanie Slayton
 Title: Executive Director

Contractor Initials 
 Date 9/7/2022



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FORM A

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

- The UEI (SAM.gov) number for your entity is: Q7GVMGCBKWT4
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 TLC FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 2004. 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: 461338

Certificate Number: 0005822002



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Zach Johnson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of TLC Family Resource Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 27, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Stephanie Slayton, Executive Director
(may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of TLC Family Resource Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: Sep 1, 2022


Zach Johnson (Sep 1, 2022 13:27 EDT)
Signature of Elected Officer
Name: Zach Johnson
Title: Treasurer



MISSION STATEMENT

The mission of TLC Family Resource Center (TLC) is to promote the optimal health and development of children and families in our region of New Hampshire.

TLC FAMILY RESOURCE CENTER, INC.

Financial Statements
(With Independent Auditors' Report)

June 30, 2021 and 2020

TLC FAMILY RESOURCE CENTER, INC.
June 30, 2021 and 2020

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Independent Auditors' Report

To the Board of Directors of
TLC Family Resource Center, Inc.
Claremont, NH

Opinion

We have audited the accompanying financial statements of TLC Family Resource Center, Inc. (a nonprofit corporation, the "Center"), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TLC Family Resource Center, Inc. as of June 30, 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. Our responsibilities under those standards are further described in the Auditors' Responsibility section of our report. We are required to be independent of the Center and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibility

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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material



misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center'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 the Center's 2020 financial statements and we expressed an unmodified opinion on them in our report dated January 26, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

McSoley McCoy & Co

November 9, 2021
South Burlington, Vermont
VT Reg. No. 92-349

TLC Family Resource Center, Inc.
Statement of Financial Position
June 30, 2021
(With Summarized Comparative Totals as of June 30, 2020)

	<u>June 30, 2021</u>			As of June 30, 2020
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	Totals (Summarized)
Assets:				
Cash and cash equivalents	\$ 669,982	\$ 75,323	\$ 745,305	\$ 587,841
Accounts receivable	129,646	-	129,646	169,451
Grants receivable	-	133,440	133,440	149,168
Security deposit	1,350	-	1,350	1,350
Property and equipment, net	<u>505,336</u>	<u>-</u>	<u>505,336</u>	<u>35,293</u>
Total assets	\$ 1,306,314	\$ 208,763	\$ 1,515,077	\$ 943,103
Liabilities and net assets				
Liabilities:				
Accrued expenses	\$ 62,729	\$ -	\$ 62,729	\$ 48,867
Accounts payable	141,479	-	141,479	11,570
Advances refundable	35,561	-	35,561	-
Fiscal sponsor funds	-	-	-	6,271
Bank loan payable	<u>100,000</u>	<u>-</u>	<u>100,000</u>	<u>231,500</u>
Total liabilities	<u>339,769</u>	<u>-</u>	<u>339,769</u>	<u>298,208</u>
Net assets:				
Without donor restrictions	966,545	-	966,545	422,179
With donor restrictions	<u>-</u>	<u>208,763</u>	<u>208,763</u>	<u>222,716</u>
Total net assets	<u>966,545</u>	<u>208,763</u>	<u>1,175,308</u>	<u>644,895</u>
Total liabilities and net assets	\$ 1,306,314	\$ 208,763	\$ 1,515,077	\$ 943,103

See accompanying notes to financial statements

TLC Family Resource Center, Inc.
Statement of Activities and Changes in Net Assets
For the Year Ended June 30, 2021
(With Summarized Comparative Totals for the Year Ended June 30, 2020)

	<u>Year Ended June 30, 2021</u>			<u>Year Ended June 30, 2020</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Totals (Summarized)</u>
Support and revenue				
Governmental support	\$ 1,058,616	\$ -	\$ 1,058,616	\$ 457,370
Program fees	427,826	-	427,826	415,997
Foundations and trusts	141,747	233,032	374,779	477,975
Contributions	37,739	56,677	94,416	62,730
Interest income	471	-	471	2,256
In-kind contributions	4,730	-	4,730	-
Facility sublease income	-	-	-	9,788
Net assets released from restrictions	303,662	(303,662)	-	-
Total support and revenue	<u>1,974,791</u>	<u>(13,953)</u>	<u>1,960,838</u>	<u>1,426,116</u>
Expenses				
Program services				
Family Support	782,985	-	782,985	647,028
Recovery Programs	305,299	-	305,299	300,967
Youth Programs	81,520	-	81,520	63,954
	1,169,804	-	1,169,804	1,011,949
Fundraising	42,331	-	42,331	25,016
Management and general	218,290	-	218,290	206,128
Total expenses	<u>1,430,425</u>	<u>-</u>	<u>1,430,425</u>	<u>1,243,093</u>
Change in net assets	544,366	(13,953)	530,413	183,023
Net assets, beginning of year	422,179	222,716	644,895	461,872
Net assets, end of year	<u>\$ 966,545</u>	<u>\$ 208,763</u>	<u>\$ 1,175,308</u>	<u>\$ 644,895</u>

See accompanying notes to financial statements

TLC Family Resource Center, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2021
(With Summarized Comparative Totals for the Year Ended June 30, 2020)

	<u>Year Ended June 30, 2021</u>						<u>Year Ended</u>	
	<u>Program Services</u>				<u>Mgt. & General</u>	<u>Fund-raising</u>	<u>Total Expenses</u>	<u>June 30, 2020</u>
	<u>Family Support</u>	<u>Recovery Programs</u>	<u>Youth Programs</u>	<u>Total Program Services</u>				
Advertising and marketing	\$ 37,371	\$ 2,426	\$ 9,352	\$ 49,149	\$ 3,500	\$ 26	\$ 52,675	\$ 18,417
Computer and technology expenses	12,959	3,998	2,346	19,303	21,883	144	41,330	26,559
Contract services	2,207	7,362	500	10,069	3,300	-	13,369	27,264
Depreciation	7,166	2,883	628	10,677	1,384	496	12,557	9,963
Direct assistance	31,207	11,206	-	42,413	297	-	42,710	31,503
Employee benefits	19,321	9,253	1,666	30,240	4,896	512	35,648	33,567
Equipment rental and maintenance	1,744	821	152	2,717	221	25	2,963	2,893
In-kind materials	-	-	4,730	4,730	-	-	4,730	-
Insurance	6,171	2,200	601	8,972	2,498	107	11,577	7,308
Loss on disposal of assets	-	-	-	-	7,668	-	7,668	-
Mileage reimbursement	3,540	1,795	1,088	6,423	25	-	6,448	12,319
Occupancy	32,211	20,269	2,843	55,323	7,453	978	63,754	75,247
Operating supplies and expenses	24,603	4,892	4,582	34,077	12,391	2,792	49,260	38,454
Payroll taxes	43,243	14,810	3,623	61,676	7,586	508	69,770	63,373
Postage	905	129	221	1,255	79	-	1,334	799
Printing	1,231	651	184	2,066	410	-	2,476	3,136
Professional fees	14,094	5,064	1,169	20,327	19,608	37	39,972	28,029
Salaries and wages	526,911	211,961	46,151	785,023	101,742	36,458	923,223	836,476
Telephone	7,529	4,231	930	12,690	459	107	13,256	14,858
Theft loss	-	-	-	-	22,765	-	22,765	-
Training and development	10,572	1,348	441	12,361	125	141	12,627	12,298
Vehicle expense	-	-	313	313	-	-	313	630
Total expenses	\$ 782,985	\$ 305,299	\$ 81,520	\$ 1,169,804	\$ 218,290	\$ 42,331	\$ 1,430,425	\$ 1,243,093

See accompanying notes to financial statements

TLC Family Resource Center, Inc.
Statement of Cash Flows
For the Year Ended June 30, 2021
(With Summarized Comparative Totals for the Year Ended June 30, 2020)

	<u>Year Ended June 30, 2021</u>			<u>Year Ended June 30, 2020</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Totals (Summarized)</u>
Cash flows from operating activities:				
Change in net assets	\$ 544,366	\$ (13,953)	\$ 530,413	\$ 183,023
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	12,557	-	12,557	9,963
Paycheck Protection Loan forgiveness	(231,500)	-	(231,500)	-
Loss on disposal of assets	7,668	-	7,668	-
Decrease in accounts receivable	39,805	-	39,805	10,507
(Increase) decrease in grants receivable	-	15,728	15,728	(149,168)
Increase in accounts payable	129,909	-	129,909	7,548
Increase in accrued expenses	13,862	-	13,862	14,182
Increase in advances refundable	35,561	-	35,561	-
Decrease in fiscal sponsor funds	(6,271)	-	(6,271)	-
Net cash provided by operating activities	<u>545,957</u>	<u>1,775</u>	<u>547,732</u>	<u>76,055</u>
Cash flows used by investing activities				
Equipment and leasehold improvement additions	(490,268)	-	(490,268)	(9,982)
Cash flows from financing activities				
Proceeds from bank loan	100,000	-	100,000	231,500
Increase in cash and cash equivalents	155,689	1,775	157,464	297,573
Cash and cash equivalents, beginning of year	514,293	73,548	587,841	290,268
Cash and cash equivalents, end of year	<u>\$ 669,982</u>	<u>\$ 75,323</u>	<u>\$ 745,305</u>	<u>\$ 587,841</u>

See accompanying notes to financial statements

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

1. Summary of Operations and Significant Accounting Policies

TLC Family Resource Center, Inc., (the "Center") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The Center serves individuals in New Hampshire's Sullivan and lower Grafton counties. Approximately 54% of the Center's revenue and support comes from governmental financial assistance, 22% from program services, and 24% from contributions.

(a) Basis of Accounting

The accompanying financial statements are prepared using the accrual basis of accounting under U.S. generally accepted accounting principles (U.S. GAAP). Under the accrual basis of accounting, revenues are recorded as earned and expenses are recorded at the time liabilities are incurred.

(b) Basis of Presentation

The Center reports information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions, which represent resources restricted by donors as to purpose or by the passage of time; and net assets without donor restrictions, which represent the expendable resources that are available for operations at management's discretion.

(c) Use of Estimates

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

(d) Property and Equipment

Property and equipment are stated at cost. Donations of property and equipment are recorded at their estimated fair value. Depreciation is computed using the straight-line method over the assets' estimated useful lives. Additions and betterments with a value in excess of \$500 and with a useful life greater than one year are capitalized, and expenditures for repairs and maintenance are expensed when incurred. Upon sale or retirement, the costs and related accumulated depreciation are eliminated from the respective accounts, and the resulting gain or loss is included in income.

(e) Accrued Compensated Absences

The Center provides each eligible employee with vacation time, which is accumulated on a pro-rata basis as actual hours are worked. Compensated absences accrue when amounts can be reasonably estimated and payment of compensation is probable.

(f) Cash and cash equivalents

Cash and cash equivalents include all certificates of deposits and highly liquid investments with maturities of three months or less at the date of purchase. The Center maintains cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. The Center has not experienced any losses with these accounts. Management believes the Center is not exposed to any significant credit risk on cash.

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

Summary of Operations and Significant Accounting Policies (continued)

(g) Comparative Data

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2020 from which the summarized information was derived

(h) Revenue Recognition

The Center's fees for programs and services provided are recognized when earned, which is within the time period covered by the services or program. The Center records contributions as with donor restriction or without donor restriction support depending on the existence or nature of donor restrictions. The Center reports gifts and grants of cash or other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is when a stipulated restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restriction.

Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. Donated investments are also reported at fair value at the date of receipt, which is then treated as the Center's cost basis.

(i) Functional Expenses

The costs of providing programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. In addition to the allocation of direct cost to programs and supporting services, certain costs have been allocated indirectly based on an analysis of personnel time related to these programs and supporting services. Certain prior year amounts have been reclassified for consistency with the current period presentation. These reclassifications had no effect on the reported changes in net assets.

(j) Income Taxes

The Center is a not-for-profit organization as described under Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on income related to the fulfillment of the Center's mission. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Center annually files an Internal Revenue Service Form 990, Return of Organization Exempt From Income Tax, tax return in the U.S. Federal jurisdiction. The Center is no longer subject to U.S. Federal income tax examination by tax authorities for the years prior to June 30, 2018. In the normal course of business, the Center is subject to examination by various taxing authorities. Although the outcome of tax audits is always uncertain, the management of the Center believes that there are no significant unrecognized tax liabilities at June 30, 2021.

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

Summary of Operations and Significant Accounting Policies (continued)

(k) Allowance for Doubtful Accounts

It is the policy of management to review the outstanding receivables at year end, as well as the bad debt write offs experienced in the past, and establish an allowance for doubtful accounts for uncollectible amounts. Based on management's estimates, no amounts have been recorded as an allowance for doubtful accounts at June 30, 2021 and 2020.

(l) Recently Issued Accounting Standards

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which requires lessees to recognize leases on-balance sheet and disclose key information about leasing arrangements. The new standard establishes a right of use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the income statement.

The new standard is effective for the Center on July 1, 2022.

(m) Subsequent Events

Management has evaluated subsequent events through November 9, 2021, which is the date the financial statements were available to be issued.

2. Fair Value Measurements

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Center is required to disclose certain information about its financial assets and liabilities. As of June 30, 2021 and 2020, the Center had no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, advances refundable, and fiscal agency funds are reported in the statements of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

3. Fiscal Sponsor Funds

The Center has administered several grant agreements to serve as a fiscal sponsor for a local initiative. Under these agreements the Center receives the funds to be administered and charges an administration fee for their work. The agreements were completed during the year ended June 30, 2021 and there is no liability related to these agreements as of the year end.

4. Concentration of Support

The Center receives a significant portion of its support from federal and state programs. A significant reduction in the level of this support, if this were to occur, may have an effect on the Center's ability to continue its program and activities.

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

5. Net Assets With Donor Restrictions

Net assets with donor restrictions are available to support a future period or a specific activity not yet completed by the Center. Net assets with donor restrictions at June 30, 2021 and 2020 consisted of:

	2021	2020
Couch Family Foundation	\$ 77,241	\$ 190,281
Byrne Foundation	-	15,000
New program support	24,274	-
New Hampshire Charitable Foundation	40,000	-
Rural outright program	16,545	9,624
Donley Foundation	20,000	-
Rocking Chair Project	30,703	7,811
Totals	<u>\$ 208,763</u>	<u>\$ 222,716</u>

6. Retirement Plan

Effective January 1, 2019, the Center established a Simple IRA Retirement Plan for which all employees are eligible to participate in the Plan. Under the Plan, the Center provides a contribution equal to 2% of the employee's compensation. Employees are eligible to participate in the plan on the next entry date following the date of their employment. Total retirement plan expense was \$16,429 and \$12,788 for the years ending June 30, 2021 and 2020, respectively.

7. Commitments and Contingencies

The Center receives funds under various state and federal programs. Under the terms of these programs, the Center is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds are found not in compliance with the proposal, the Center may be required to return those funds to the grantor. The amount, if any, of expenses which may be disallowed by the granting agency cannot be determined at this time, although the Center expects such amounts, if any, to be immaterial.

8. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the financial position date, comprise the following:

Cash and cash equivalents	\$ 669,982
Accounts receivable	<u>129,646</u>
Total financial assets	<u>\$ 799,628</u>

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

Liquidity and Availability (continued)

The Center regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Center has various sources of liquidity at its disposal, including cash and cash equivalents, and various receivables.

In addition to financial assets available to meet general expenditures over the next 12 months, the Center operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures. The Center strives to maintain liquid cash reserves sufficient to cover 90 days of general expenditures. General expenditures include administrative, fundraising and operating expenses.

The Center receives the majority of its funding from grants and contributions which are available to meet annual cash needs for general expenditures. Some funding sources are restricted to specific programs, and are used in accordance with the associated purpose restrictions.

9. Property and Equipment

Property and equipment consisted of the following at June 30:

	Useful Life (Years)	2021	2020
Office equipment & software	2-5	\$ 72,754	\$ 51,364
Office furniture	7	71,002	57,441
Leasehold improvements	39	413,834	-
Total property and equipment		<u>557,590</u>	<u>108,805</u>
Less accumulated depreciation		<u>(52,254)</u>	<u>(73,512)</u>
Property and equipment, net		<u>\$ 505,336</u>	<u>\$ 35,293</u>

Depreciation expense totaled \$12,557 and \$9,963 for the years ended June 30, 2021 and 2020, respectively.

10. Operating Lease Arrangements

On August 16, 2020, the Center entered into a leasing arrangement for office space and gave written notice to terminate the existing office space lease as of November 30, 2020. The lease is a ten year lease with the option to renew at the end of the term with monthly rental payments of \$3,788, for an annual lease commitment of \$45,456. The first lease payment was due March 1, 2021. Commencing January 1, 2022, the Center will occupy additional square footage with monthly rental payments of \$4,713, for an annual lease commitment of \$56,556. Per the lease agreement, rent will be adjusted annually using the all urban consumers year over year percentage change published by the Bureau of Labor Statistics for the month prior to the commencement of the ten year term.

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

Operating Lease Arrangements (continued)

On July 1, 2019 the Center entered into a lease agreement for office space for the Recovery Coaching program. The lease is a one year term with monthly rental payments of \$1,428, for a lease commitment of \$10,016. This lease was extended on July 1, 2020 on a month to month arrangement.

Facility lease payments for the years ended June 30, 2021 and 2020 totaled \$41,835 and \$40,140, respectively.

The Center entered into a photocopier lease agreement on October 14, 2018 for a term of 48 months at \$192 per month. Total lease payments for the fiscal years ended June 30, 2021 and 2020 totaled \$1,728 and \$1,728, respectively.

The Center entered into a leasing arrangement for a client database management program and related support in January 2019 at a cost of \$11,962 per year for seven years. Total lease payments for the fiscal years ended June 30, 2021 and 2020 totaled \$11,962 and \$11,962, respectively.

Future minimum lease payments are as follows:

Fiscal 2022	\$ 63,994
Fiscal 2023	68,518
Fiscal 2024	68,518
Fiscal 2025	68,518
Fiscal 2026	56,556
Thereafter	<u>280,670</u>
Total	<u>\$ 606,774</u>

11. Bank Loan Payable

In April 2020, the Center received a loan of \$231,500 under the Paycheck Protection Program issued by the Small Business Administration. The loan was forgiven by the Small Business Administration on April 1, 2021, and accordingly, the Center has recognized the loan forgiveness on the accompanying statement of activities and changes in net assets as government support.

In August 2020, the Center entered into a line of credit agreement with a local bank in the amount of \$100,000 with a term of ten and a half years maturing on February 14, 2031. For the first five and a half years the interest rate is 3.25% with a monthly payment of principal and interest of \$977, for the remaining five years the interest rate will be the Wall Street Journal Prime Rate (currently 3.25%) with a monthly payment of principal and interest of \$977. The Center drew down the \$100,000 line of credit on June 9, 2021, with monthly payments commencing on July 9, 2021.

TLC Family Resource Center, Inc.
Notes to Financial Statements
June 30, 2021 and 2020

Bank Loan Payable (continued)

Maturities by year are as follows:

Fiscal 2022	\$ 8,603
Fiscal 2023	8,887
Fiscal 2024	9,180
Fiscal 2025	9,483
Fiscal 2026	9,796
Thereafter	<u>54,051</u>
Totals	<u>\$ 100,000</u>

12. Advances Refundable

The Center receives advance payments on various service contracts which are recorded as revenue without restrictions when received. The unexpended portion of the advance payments as of the end of the Center's fiscal year are reported as advances refundable, a liability on the statement of financial position, and subsequently recognized as revenue in the following fiscal year when earned. As of June 30, 2021 and 2020, advances refundable totaled \$35,561 and \$0, respectively.

13. Related Party

The Treasurer of the Board of Directors is branch manager at the bank which holds the Center's note payable and other cash accounts owned by the Center. Management believes these are arm's length transactions.

TLC Family Resource Center
BOARD OF DIRECTORS
July 2022

Megan Blood
President (term Expires 1/2023)
AP Analyst, Hypertherm

Mariah Davis
Vice President (term expires 1/2023)
Mascoma Bank

Zachariah Johnson
Treasurer (term expires 3/2024)
Mascoma Bank Branch Manager II and Bank Officer

Sue Elliott
Secretary (term expires 01/2024)
Retired, Quinnipiac University

Beth Hoyt- Flewelling
Member (Term expires 1/2023)
Retired, Granite State College

Laura Hagley
Member (term expires 1/2023)
Valley Regional Hospital, Director of Quality and
Project Manager.

Sara Harkins
Member (term expires 1/2023)

Peter Nelson
Member (Term Expires 1/2023)
Retired Federally Qualified Health Centers

Jane Van Bremen
Member (term expires 1/2023)
Parent Child Development Specialist

Carol Wood
Member (1/2023)
Retired Educator

Brooke Salls
Member (term expires 01/2024)
Assistant Director, Recognition and Stewardship
Dartmouth College, Tuck School of Business

Cynthia Boland
Member (term expires 3/2025)
Retired Academic Administrator
Brown BioMed Faculty Affairs, Lifespan Corporation

Michelle Greene
Member (term expires 03/2025)
Substance Use Counselor, Habit Opco

Lisa DeValk

Summary

Dedicated Teacher with 35 years experience providing instruction, guidance and counseling across diverse learning platforms. Worked collaboratively to develop a K-12 comprehensive health program in SAU6. Worked at the town and county levels to evaluate local and national drug use/abuse data in order to educate the community and use the resources available more efficiently. Skilled team player adept at working with all levels of faculty, administrators and parents to resolve problems and facilitate change.

Skills

- Elementary education
- Health Ed K-12 teaching qualification
- Program development
- Community involvement
- Conducting teacher workshops
- Active participation in Rainbow Confetti
- Mentor for new teachers in the district
- Curriculum development
- School improvement committee
- Greater Sullivan County Wellness Commission
- Achievement Team
- Youth Risk Behavior study group 2015-2016

Experience

Teacher at Disnard Elementary School, Claremont, NH Sept 1984 to June 1999

During this time I had several different job descriptions.

- I was a fifth grade teacher and worked collaboratively with two other teachers who were on the same teaching team.
- Other years I was a self contained teacher and created and implemented developmentally-appropriate curriculum which addressed individual learning styles.
- For a few years I taught Health to all the fifth and sixth graders at the school
- For a few years my classroom focused on a group of students in various stages of cognitive, linguistic, social and emotional development.

Teacher at Claremont Middle School 1999 - 2018

- 1999-2003-taught on a team of four teachers. I taught Science to all four groups and reading to my advisory group
- 2003-2018 taught comprehensive Health to all students in grades 6-8

Principal Internship at Claremont Middle school 2008-2009

Education and Training

Bachelor of Arts: Elementary Education Plymouth State University 1980 Plymouth, NH

With additional courses:

- Assessing and Teaching in the Classroom
- Research for Better Teaching-Understanding teaching
- Observing and Analyzing Teaching
- Teaching Reading Through Curriculum
- Positive Behavioral Interventions Support Target Team

Masters in Education: Education UVTI/Plymouth State University 2008 Plymouth, NH

New England College, UVTI and Plymouth University worked with a cohort of educators to complete a learning program to receive both our principal certification and our masters in educational leadership

Health Education Certification through an Alt 4 NHDOE

Additional Training

- NH Governor's Summit on Substance Abuse
- Upper Valley Externship with DHMC Community Health Improvement and Public Affairs
- Addiction and the Brain
- Teen pregnancy Awareness and Prevention
- Meeting the Needs of Special Education Students in Human Sexuality Education
- Suicide Awareness and Prevention
- Healthy Relationships
- Michigan Model Comprehensive Health Curriculum K-12
- Wait
- Safer Choices-evidence based effective sexuality curriculum
- Sexual Abuse and Prevention
- GLSEN educator training

Kerry Rochford Hague

Education

Simmons College, Boston MA 1990
BA in Communications and Sociology
Dean's List Student, Inducted into Academy- the college's honor society

Specialized training:

- Certified Trainer -Stewards of Children – Darkness to Light, child sexual abuse prevention 2008
- Certified Trainer - Prevent Child Abuse Vermont, Grades K-8 sexual abuse prevention curriculum 2015
- Certified Trainer - Green Dot, community bystander initiative and curriculum 2016
- Certified Trainer – Get Real, comprehensive high school sexual health education 2019
- Certified Trainer – Bringing In The Bystander, high school bystander curriculum 2019
- Certified Educator – One Love Foundation, healthy/unhealthy relationships education 2020

Professional Experience

SHINE - TLC Family Resource Center

-SHINE Educator 2018-Present
Provide comprehensive sexual health education to middle and high school students using developmentally appropriate, trauma-sensitive, interactive curriculum; create outreach messaging for community education; design flyers and publicity for program; assist with recruiting students for educational groups

Women's Supportive Services/Turning Points Network

-Community Educator 2001-Present
Create training curriculum and implement prevention education programs for students, educators and parents/caregivers grades K-12; provide training programs for service providers and the general community about domestic violence, sexual abuse, stalking and sexual harassment; provide "Safer Spaces" child sexual abuse prevention training to faith communities; assist with publicity and marketing for agency awareness events and activities; create press releases and articles for local media outlets; interview on radio and television; create content and graphic design for agency publicity; co-coordinated the agency's annual 5K fundraising Walk (2009-2015); chair team recruitment sub-committee for annual 5K fundraising Walk (2009-present)

Community Education Coordinator 1995-2000
Coordinated the Education Team, supervised members of Education Team, provided training programs for service providers, community groups and students in grades 2-12; assisted with community awareness activities, participated in 10-State National Health Initiative addressing domestic violence; certified NH trainer for sexual harassment prevention and response; participated in NH research for "Gender Violence, Gender Justice" curriculum with researcher and author Nan Stein

-Training and Shelter Advocate 1991-1994
Provided crisis intervention and support services for families staying in emergency shelter; coordinated and implemented the agency's 42-hour training for crisis-line volunteers; assisted with publicity and community education

Audubon Society of NH

1990

-Intern

Assisted the director of the Communications Department, wrote press releases, designed and coordinated a public awareness display about NH Audubon, assisted with newsletter production using desktop publishing

Arts in Progress, Jamaica Plain, MA

1990

-Intern

Wrote articles and press releases for local newspaper about innovative community and school programs, assisted with design and writing for spring newsletter

The Italian Home for Children, Boston MA

1990

-Tutor

Worked in a classroom with children who had emotional challenges, tutored in reading, aided in general classroom and computer work, assisted with classroom management style and provided encouragement

Bryanna MacConnell

Professional Summary

Collaborative and cheerful professional with a passion for helping others. Experience with customer service, copywriting, and volunteering. Excels at working in teams and independently.

Education & Certifications

Associate in Arts, Teacher Education, 2013
River Valley Community College, Claremont, NH

Diploma with Distinction, 2008
Newport High School, Newport, NH

Certification in Online Ad Writing, 2020
American Writers & Artists Institute

Certification in Editorial and Content Writing, 2020
American Writers & Artists Institute

GET Real Training, 2020

Skills

- Copywriting, Editing, Proof-reading
- Building and Maintaining Relationships
- Time Management
- Collaboration and Mediation
- Organization and Coordination
- Customer Service

Qualifications

CUSTOMER SERVICE AND ADMINISTRATION

- Use active listening techniques to solve customer issues
- Maintain files, greet customers and route calls
- Handle financial transactions and ensure customer satisfaction
- Excellent writing skills: technical and creative, editing and proofreading

PERSONAL ATTRIBUTES

- Passion for the work
- Quick and eager learner
- Excellent at teamwork
- Self-motivated and able to work independently

Volunteer Experience

- People to People Student Ambassadors
- All Hands and Hearts, Puerto Rico
- Habitat for Humanity
- Faith and Nature Camp, Assistant Counselor
- Crop Walk
- Richards Elementary School Events
- Mission Trip to Zimbabwe

Experience

TLC Family Resource Center
Jan 10, 2022-Present

Summit Stores
April 10, 2021-Feb 9, 2022

The Tackle Shack
September 2019- Jan 2021

Cashier, Phone Operator, LaValley Building Supply
November 2015 - July 2019

TLC Family Resource Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa DeValk	Youth Program Coordinator	\$62,898	100%	\$62,898
Kerry Rochford-Hague	SHINE Educator	\$53,427	100%	\$53,427
Bryanna MacConnell	Youth Outreach Specialist	\$68,640	100%	\$68,640

Attachment 1 - Reporting Calendar

NH Personal Responsibility Education Program (PREP) Reporting Calendar SFY 23-25

All dates and reporting requirements are subject to change at the discretion of the NH PREP Program and the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), Family and Youth Services Bureau (FYSB).

SFY 23 (July 1, 2022– June 30, 2023)

Due Date:	Reporting Requirement:
July 8, 2022 ONLY FOR THOSE WHO WERE A SUB-RECIPIENT PRIOR TO JULY 1, 2022	Performance Measures Data (participant survey data)
October 7, 2022	Semi-Annual Narrative Performance Report
February 10, 2023	Performance Measures Data (participant survey data)
April 7, 2023	Semi-Annual Narrative Performance Report

SFY 24 (July 1, 2023- June 30, 2024)

Due Date:	Reporting Requirement:
July 7, 2023	Performance Measures Data (participant survey data)
October 6, 2023	Semi-Annual Narrative Performance Report
February 9, 2024	Performance Measures Data (participant survey data)
April 5, 2024	Semi-Annual Narrative Performance Report

SFY 25 (July 1, 2024 – June 30, 2025)

July 3, 2024	Performance Measures Data (participant survey data)
October 4, 2024	Semi-Annual Narrative Performance Report
February 7, 2025	Performance Measures Data (participant survey data)
April 4, 2025	Semi-Annual Narrative Performance Report
July 3, 2025	FINAL Performance Measures Data (participant survey data)
October 3, 2025	FINAL Semi-Annual Narrative Performance Report