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

Lori A. Shabinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Joseph E. Ribsam, Jr.
Director

October 19, 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 for Children, Youth and Families, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Child Welfare League of America, Inc. (VC# 177611), Washington, DC, to continue providing workforce support services to the Sununu Youth Services Center (SYSC) staff, as well as expand services to the Division for Children, Youth and Families (DCYF) statewide, which includes child protection and juvenile justices services staff, by increasing the price limitation by \$20,000 from \$9,000 to \$29,000 and by extending the completion date from June 30, 2022 to June 30, 2024, effective retroactive to July 1, 2022 upon Governor and Council approval. 100% General Funds.

The original contract was approved by the Department on November 1, 2021, in accordance with the approval thresholds established by MOP 150.

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

**05-95-42-421510-66430000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF HHS: Division for Children You & Families, SUNUNU YOUTH SERVICES CENTER;
SYSC HB2 91:327 (2021)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	103-502507	Contracts for Op Services	TBD	\$9,000	\$0	\$9,000
			<i>Subtotal</i>	\$9,000	\$0	\$9,000

**05-95-42-421010-29570000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF HHS: Division for Children You & Families, Child Protection, Child Protection**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Program Services	TBD	\$0	\$15,640	\$15,640
2024	102-500731	Contracts for Program Services	TBD	\$0	\$4,360	\$4,360
			<i>Subtotal</i>	\$0	\$20,000	\$20,000
			Total	\$9,000	\$20,000	\$29,000

EXPLANATION

This request is **Retroactive** because the Department required additional time to evaluate the impact of these services at SYSC and determine whether to continue and expand services statewide. As a result, the Department did not have the documents executed in time for Governor and Council approval to prevent the current contract from expiring and is therefore requesting retroactive approval to prevent a gap in service delivery.

This request is **Sole Source** because the original contract was not competitively bid. The Contractor's licensed psychologist and trainer, Dr. Michael J. Schultz focuses on crisis assessment and intervention with groups experiencing trauma and intensive personal stress and is therefore uniquely qualified to provide appropriate workforce support training and intervention strategies to address the varying needs of different levels of the DCYF workforce, including SYSC, child protection and juvenile justice services.

The purpose of this request is to expand support services statewide to include DCYF field services assistant supervisors, supervisors, administrators, and juvenile justice staff, due to the effectiveness and positive impact of these services at SYSC, and due to the significant and overarching need statewide.

Approximately 370 individuals will be served in State Fiscal Years 2023 and 2024.

Dr. Schultz uses a five-step approach to facilitate staff connectedness, which supports administrators, practitioners and consultants when confronting crisis and trauma in their communities and organizations. The trainings provide consultation to the Department to establish the appropriate workforce support training and intervention strategies to address the varying needs of different levels of the DCYF workforce, including SYSC, child protection, and juvenile justice staff.

Levels of the DCYF SYSC, child protection, and juvenile justice staff will be positively impacted by learning and being exposed to approaches that foster hope and collaboration between colleagues at DCYF offices, and also between colleagues and DCYF Leadership. In addition, the Contractor will provide a "train the trainer" model to train the entire DCYF workforce, of approximately 750 employees, which will positively impact peer support teams, and statewide Action Teams by learning strategies that can be transferred to other staff.

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

Should the Governor and Council not authorize this request, the Department may continue to experience high DCYF staff turnover and vacancy rates. Given DCYF's critically important work, it is crucial that the Department provide training and opportunities to decrease staff turnover and vacancies attributable to media attention and DCYF's challenging mission.

Area served: Statewide

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette".

Lori A. Shibinette
Commissioner

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

This Amendment to the Workforce Statewide Support contract, formerly titled "Workforce Support for Sununu Youth Services Center (SYSC)," contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the Child Welfare League of America, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement dated November 1, 2021, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection, 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Subject: Workforce Support for Sununu Youth Services Center (SYSC) (IH-2022-DCYF-01-WORKF-01) to read:
Subject: Workforce Statewide Support (IH-2022-DCYF-01-WORKF-01)
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$29,000
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
5. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget, Exhibit C-2 Budget – Amendment #1 and Exhibit C-3 Budget – Amendment #1.
7. Modify Exhibit C, Payment Terms, Section 8, to read:
 8. The Contractor must provide the services in Exhibit B – Amendment #1, Scope of Services, in compliance with funding requirements.
8. Modify Exhibit C, Payment Terms, Section 9, to read:
 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B – Amendment #1, Scope of Services.
9. Add Exhibit C-2 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

10. Add Exhibit C-3 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,
State of New Hampshire
Department of Health and Human Services

10/14/2022

Date

DocuSigned by:
Joseph E. Ribsam, Jr.
Name: Joseph E. Ribsam, Jr.
Title: Director

Child Welfare League of America, Inc.

10/13/2022

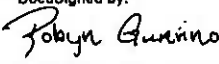
Date

DocuSigned by:
Christine James-Brown
Name: CHRISTINE James-Brown
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

10/14/2022
Date _____

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Workforce Statewide Support**

EXHIBIT B – Amendment #1

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide services in this agreement to Department staff at the Sununu Youth Services Center (SYSC) and the Division for Children, Youth and Families (DCYF) child protection staff at the Concord, Manchester and Rochester district offices, including but not limited to:
 - 1.1.1. Field services assistant supervisors.
 - 1.1.2. Supervisors.
 - 1.1.3. Administrators.
 - 1.1.4. All child protection leadership.
 - 1.1.5. All statewide Juvenile Justices Systems (JJS) staff as applicable.
 - 1.1.6. Other Department staff as deemed necessary.
- 1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.
- 1.4. The Contractor must provide consultation to the Department to establish appropriate statewide workforce support training and intervention strategies to address the needs of all levels of the DCYF workforce in accordance with 1.1 above.
- 1.5. The Contractor must plan and facilitate a minimum of ten (10) onsite trainings located in Manchester, Concord and the Seacoast region throughout the contract period. Training session planning must include, but is not limited to:
 - 1.5.1. Establishing cohort groups based on needs and schedules.
 - 1.5.2. Creating agenda and identifying objectives to be achieved and addressed with each cohort.
 - 1.5.3. Date and times of each meeting.
 - 1.5.4. Location of meetings.
- 1.6. The Contractor must provide skills-based trainings to staff, as needed.
 - 1.6.1. Direct care front line staff.
 - 1.6.2. Clinicians.
 - 1.6.3. Educators.
 - 1.6.4. Healthcare professionals.

**New Hampshire Department of Health and Human Services
Workforce Statewide Support**

EXHIBIT B – Amendment #1

- 1.6.5. Attorneys.
- 1.6.6. Administrative Support.
- 1.7. The Contractor must provide skills-based trainings to JJS staff statewide including, but not limited to:
 - 1.7.1. Direct care front line staff.
 - 1.7.2. Clinicians.
 - 1.7.3. Educators.
 - 1.7.4. Healthcare professionals.
 - 1.7.5. Attorneys.
 - 1.7.6. Administrative Support.
- 1.8. The Contractor must ensure onsite training sessions include conversations that foster hope, collaboration, and improvements among colleagues. Conversation topics must include, but are not limited to:
 - 1.8.1. Developing trust between administration and leadership and the workforce.
 - 1.8.2. Conflict resolution.
 - 1.8.3. DCYF Community Building and Connectedness.
 - 1.8.4. Responses to traumatic events.
 - 1.8.5. Wellness.
- 1.9. The Contractor must ensure the trainings include the five-step approach to facilitating safe and effective assessments and interventions with individuals and groups experiencing trauma and intensive interpersonal stress including, but not limited to:
 - 1.9.1. How trauma and interpersonal stress affect individuals personally, professionally and organizationally.
 - 1.9.2. Reflections and responses to how individual differences effect trauma while working with clients, communities and colleagues including, but not limited to:
 - 1.9.2.1. Age.
 - 1.9.2.2. Culture.
 - 1.9.2.3. Development.
 - 1.9.2.4. Ethnicity.
 - 1.9.2.5. Gender.
 - 1.9.2.6. Race.

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**New Hampshire Department of Health and Human Services
Workforce Statewide Support**

EXHIBIT B – Amendment #1

1.9.2.7. Spirituality.

- 1.10. The Contractor must conduct a minimum of one (1) virtual meeting with DCYF leadership staff, on a monthly basis to:
 - 1.10.1. Provide feedback on the prior onsite trainings; and
 - 1.10.2. Plan and strategize for upcoming onsite trainings.

- 1.11. The Contractor must provide an Aftercare Plan to the Department no later than thirty (30) days after the completion of all onsite trainings and virtual meetings that must include:
 - 1.11.1. Recommendations for next steps; and
 - 1.11.2. Additional strategies to continue efforts to provide statewide workforce support to SYSC, DCYF and JJS.

- 1.12. The Contractor must obtain, at the Contractor's expense, a Criminal Background Check for any staff conducting onsite trainings at SYSC, DCYF, and JJS offices, including volunteers. The Contractor must release the results of the Criminal Background Checks to the Department to ensure no convictions for the following crimes:
 - 1.12.1. A felony for child abuse or neglect, spousal abuse, and any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - 1.12.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; or
 - 1.12.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years.

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.

**New Hampshire Department of Health and Human Services
Workforce Statewide Support**

EXHIBIT B – Amendment #1

3. Performance Measures

- 3.1. The Department shall monitor and measure Contractor performance through:
- 3.1.1. Increased staff retention at SYSC, CCPS, MCPS, RCPS, including CPS Leadership, and various statewide JJS groups; and
 - 3.1.2. Staff and facility staff reporting an increase in support and teamwork with colleagues as evidenced through conversations and safety culture survey results.
- 3.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.3. The Contractor may be required to provide other key data and metrics to the Department, including performance and service data.
- 3.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

- 4.1.1. 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.

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

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

4.3. Credits and Copyright Ownership

- 4.3.1. 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

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**New Hampshire Department of Health and Human Services
Workforce Statewide Support**

EXHIBIT B – Amendment #1

required, e.g., the United States Department of Health and Human Services.”

- 4.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. 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.
 - 5.1.2. 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.
- 5.2. 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

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**New Hampshire Department of Health and Human Services
Workforce Statewide Support**

EXHIBIT B – Amendment #1

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-2 Budget - Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Child Welfare League of America/Dr. Michael Schultz

Project Title: Workforce Statewide Support

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,640.00	\$ -	\$ 3,640.00	\$ -	\$ -	\$ -	\$ 3,640.00	\$ -	\$ 3,640.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,640.00	\$ -	\$ 15,640.00	\$ -	\$ -	\$ -	\$ 15,640.00	\$ -	\$ 15,640.00

Indirect As A Percent of Direct

0.0%

Exhibit C-3 Budget - Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Child Welfare League of America/Dr. Michael Schultz

Project Title: Workforce Statewide Support

Budget Period: July 1, 2023 - June 30, 2024 (SFY2024)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 3,450.00	\$ -	\$ 3,450.00	\$ -	\$ -	\$ -	\$ 3,450.00	\$ -	\$ 3,450.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 910.00	\$ -	\$ 910.00	\$ -	\$ -	\$ -	\$ 910.00	\$ -	\$ 910.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,360.00	\$ -	\$ 4,360.00	\$ -	\$ -	\$ -	\$ 4,360.00	\$ -	\$ 4,360.00

Indirect As A Percent of Direct 0.0%

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 CHILD WELFARE LEAGUE OF AMERICA, INC. is a New York Nonprofit Corporation registered to transact business in New Hampshire on September 24, 2021. 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: 881910

Certificate Number: 0005883076



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of October A.D. 2022

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Krisztina Udvardi, 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 Child Welfare League of America
(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 September 23, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Christine James-Brown, President and CEO & Ray Biernia, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Child Welfare League of America 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.

Date: October 13, 2022



Signature of Elected Officer
Name: Krisztina Udvardi
Title: Treasurer / Officer - CWLA



CWLA MISSION STATEMENT

CWLA leads and engages its network of public and private agencies and partners to advance policies and best practices and collaborative strategies that result in better outcomes for children, youth, and families that are vulnerable.

Child Welfare League of America, Inc.
Statement of Financial Position
Fiscal Period Ending September 30, 2021

	Prior Year End Sep-21	Sep-20
Assets		
Cash	377,560	399,192
Accounts Receivables, Net	125,215	124,406
Inventory Publications, Net	32,815	20,376
Inventory Allowance	-	-
Security Deposits	3,900	3,900
Prepaid Exp	42,601	42,601
Total Assets	582,091	590,475
Liabilities		
Accounts Payable and Accrued Expense	410,678	412,940
Deferred Revenue	415,410	650,408
Loans and Other Payable	110,984	146,984
Secured Notes SBA Loan	200,000	200,000
Unsecured Notes	-	-
Other Liabilities	285,725	221,537
Total Liabilities	1,422,797	1,631,869
Net Assets		
Unrestricted Net Assets	(1,189,132)	(1,242,572)
Net Assets - Current Year	264,376	126,178
Temporarily Restricted Net Assets	9,050	-
Permanently Restricted Net Assets	75,000	75,000
Total Net Assets	(840,706)	(1,041,394)
Total Liabilities and Net Assets	\$ 582,091	\$ 590,475

For Management Use Only

Notes

CWLA**Statement of Activities @ 9/30/2021**
Representing 100% of Fiscal Period**9/30/21 FYE**
Year-to-Date

Membership Dues	669,209
Grants and consultation	437,983
Conferences	185,281
Contributions and sponsorships	289,852
Publication sales	239,560
Royalties and license fees	163,802
Miscellaneous	110,291
Investment income	13,189
Total Revenue	<u>2,109,167</u>
Operating Expenses	
Salaries	1,167,829
Benefits	211,594
Travel and Conferences	7,567
Professional fees	172,908
Occupancy	91,941
Bank & investment	30,742
Bad debt	-
Insurance	40,268
Fulfillment	5,375
Printing	7,567
Postage & shipping	10,497
Telephone	23,863
Cost of goods sold	-
Other	29,548
Equipment rental & maintenance	9,272
Supplies	5,108
Royalties	3,154
Interest	6,531
Subscriptions	10,661
Membership dues	10,366
Total Operating Expenses	<u>1,844,791</u>
Net Operations	<u>264,376</u>

Child Welfare League of America, Inc

Statement of Cash Flows

For the Years Ended September 30, 2021 and 2020

	2020	2020
Cash from Operating Activities	264,376	126,178
Change in net assets		
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debt expense		23,909
Change in operating assets:		
Accounts receivable, net	809	83,237
Inventory, net	12,439	
Prepaid expenses and other assets		28,850
Security deposits		
Change in operating liabilities:		
Accounts payable and accrued expenses	(13,940)	(271,281)
Accrued payroll and vacation	(15,278)	(49,131)
Refunds Payable		
Deferred revenue	(233,998)	(46,468)
Other Liabilities	(36,000)	(63,393)
SBA Liability		200,000
Net cash provided by operating activities	(21,592)	31,901
Cash flow from financing activities:		
Payments on notes payable		(77,153)
Net cash used in financing activities		(77,153)
Net change in cash	(21,592)	(45,252)
Cash, beginning of year	399,192	444,444
Cash, end of year	377,560	399,192



August 9, 2019

To The Board of Directors

727 15th Street, NW
Washington, DC 20005

We have audited the financial statements of Child Welfare League of America, Inc. for the year ended September 30, 2018, and have issued our report thereon dated August 9, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 7, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Child Welfare League of America, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the allowance for uncollectible promises to give is based on historical collection rates and an analysis of the collectability of individual promises. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the depreciable lives and estimated residual value of real property and equipment is based on management's opinion of the remaining useful lives of assets. We evaluated the key factors and assumptions used to develop the estimate of the depreciable lives and estimated residual value of property and equipment in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the functional expense allocation is based on management's opinion of hours spent on administrative versus project tasks. We evaluated the key factors and assumptions used to develop these estimates and believe that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Below is a list of uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements.

DR Contributions	\$10,000	
CR Net Assets		\$10,000
<i>Contribution pledged in fiscal year 2017, but not received until fiscal year end 2018</i>		
DR Miscellaneous Expense	\$5,280	
CR Consulting Revenue		\$5,280

To properly record a refund of prior year consulting revenue

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 9, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management of Child Welfare League of America, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

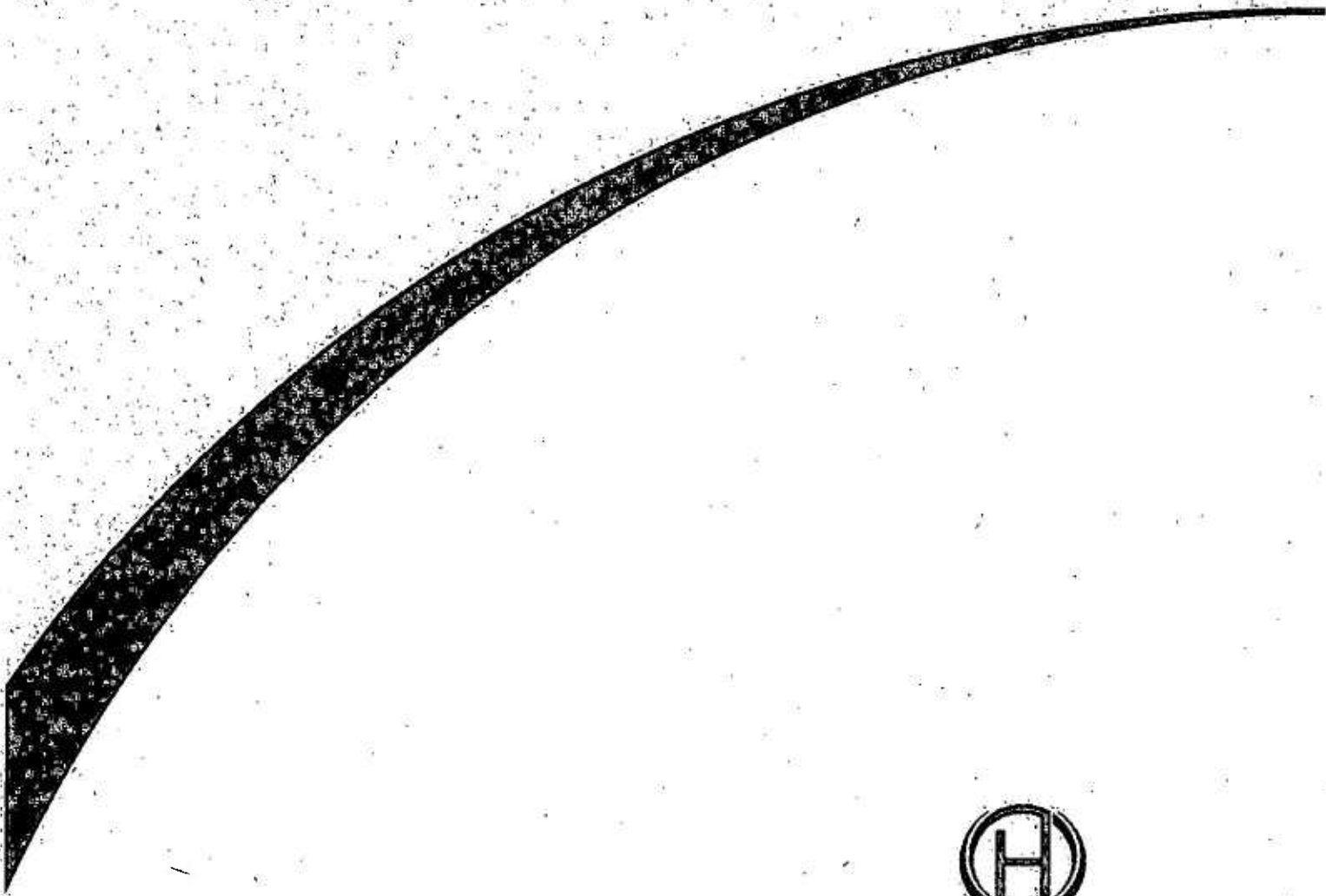
Very truly yours,

Hertzbach & Company, P.A.

Child Welfare League of America, Inc.

Financial Statements

For the Years Ended September 30, 2018 and 2017



HERTZBACH
certified public accountants • consultants

Child Welfare League of America, Inc.

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Independent Auditor's Report

To the Board of Directors
Child Welfare League of America, Inc.
727 15th Street, NW, 12th Floor
Washington, DC 20005

We have audited the accompanying financial statements of Child Welfare League of America, Inc., (a nonprofit organization), which comprise the statements of financial position as of September 30, 2018 and 2017, and the related statements of activities, functional expenses, 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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 auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Child Welfare League of America, Inc. as of September 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

We draw attention to Note 11 to the financial statements which describes the Organization's operational and strategic plans for the future. Our opinion is not modified with respect to this matter.

Hertzbach & Company

Rockville, Maryland
August 9, 2019

Child Welfare League of America, Inc.

Statements of Financial Position As of September 30, 2018 and 2017

	2018	2017
Assets		
Current assets		
Cash	\$ 320,061	\$ 220,785
Accounts receivable, net	76,140	61,766
Inventory, net	20,376	17,136
Prepaid expenses and other assets	11,079	11,304
Total current assets	427,656	310,991
Other assets		
Security deposits	3,900	5,900
Total other assets	3,900	5,900
Total assets	\$ 431,556	\$ 316,891
Liabilities and Net Assets		
Current liabilities		
Accounts payable and accrued expenses	\$ 380,411	\$ 540,511
Accrued payroll and vacation	480,382	522,504
Refunds payable	224,775	224,775
Deferred revenue	465,019	365,611
Current portion of lease cancellation notes payable	101,153	122,568
Total current liabilities	1,651,740	1,775,969
Long-term liabilities		
Lease cancellation notes payable, net of current portion	45,000	108,000
Total long-term liabilities	45,000	108,000
Total liabilities	1,696,740	1,883,969
Net (deficit) assets		
Unrestricted	(1,346,558)	(1,655,271)
Temporarily restricted	6,374	13,193
Permanently restricted	75,000	75,000
Total net deficit	(1,265,184)	(1,567,078)
Total liabilities and net deficit	\$ 431,556	\$ 316,891

See independent auditor's report and notes to financial statements.

Child Welfare League of America, Inc.

Statement of Activities
For the Year Ended September 30, 2018

	Unrestricted	Temporarily restricted	Permanently restricted	Total
Revenue, gains, and other support				
Membership dues	\$ 720,045	\$ -	\$ -	\$ 720,045
Grants and consultations	232,890	-	-	232,890
Conferences	310,885	-	-	310,885
Contributions and sponsorships	308,432	-	-	308,432
Publication sales	124,150	-	-	124,150
Royalties and license fees	215,930	-	-	215,930
Miscellaneous	239,617	-	-	239,617
Investment income	2,946	-	-	2,946
Net assets released from restriction:				
Satisfaction of purpose restrictions	6,819	(6,819)	-	-
Total revenue, gains, and other support	<u>2,161,714</u>	<u>(6,819)</u>	<u>-</u>	<u>2,154,895</u>
Expenses				
Program services:				
Consultation	557,244	-	-	557,244
Education	693,015	-	-	693,015
Research	2,200	-	-	2,200
Total program services	<u>1,252,459</u>	<u>-</u>	<u>-</u>	<u>1,252,459</u>
Supporting services:				
Management and general	589,301	-	-	589,301
Fundraising	11,241	-	-	11,241
Total supporting services	<u>600,542</u>	<u>-</u>	<u>-</u>	<u>600,542</u>
Total expenses	<u>1,853,001</u>	<u>-</u>	<u>-</u>	<u>1,853,001</u>
Change in net assets (deficit)	308,713	(6,819)	-	301,894
Net (deficit) assets, beginning of year	<u>(1,655,271)</u>	<u>13,193</u>	<u>75,000</u>	<u>(1,567,078)</u>
Net (deficit) assets, end of year	<u>\$ (1,346,558)</u>	<u>\$ 6,374</u>	<u>\$ 75,000</u>	<u>\$ (1,265,184)</u>

See independent auditor's report and notes to financial statements.

Child Welfare League of America, Inc.

Statement of Activities
For the Year Ended September 30, 2017

	Unrestricted	Temporarily restricted	Permanently restricted	Total
Revenue, gains, and other support				
Membership dues	\$ 721,059	\$ -	\$ -	\$ 721,059
Grants and consultations	307,195	30,000	-	337,195
Conferences	279,889	-	-	279,889
Contributions and sponsorships	156,409	-	-	156,409
Publication sales	156,303	-	-	156,303
Royalties and license fees	97,967	-	-	97,967
Miscellaneous	67,693	-	-	67,693
Investment income	307	-	-	307
Net assets released from restriction:				
Satisfaction of purpose restrictions	34,361	(34,361)	-	-
Total revenue, gains, and other support	<u>1,821,183</u>	<u>(4,361)</u>	<u>-</u>	<u>1,816,822</u>
Expenses				
Program services:				
Consultation	359,181	-	-	359,181
Education	825,037	-	-	825,037
Research	2,001	-	-	2,001
Total program services	<u>1,186,219</u>	<u>-</u>	<u>-</u>	<u>1,186,219</u>
Supporting services:				
Management and general	555,476	-	-	555,476
Fundraising	11,861	-	-	11,861
Total supporting services	<u>567,337</u>	<u>-</u>	<u>-</u>	<u>567,337</u>
Total expenses	<u>1,753,556</u>	<u>-</u>	<u>-</u>	<u>1,753,556</u>
Change in net assets (deficit)	67,627	(4,361)	-	63,266
Net (deficit) assets, beginning of year	<u>(1,722,898)</u>	<u>17,554</u>	<u>75,000</u>	<u>(1,630,344)</u>
Net (deficit) assets, end of year	<u>\$ (1,655,271)</u>	<u>\$ 13,193</u>	<u>\$ 75,000</u>	<u>\$ (1,567,078)</u>

See independent auditor's report and notes to financial statements.

Child Welfare League of America, Inc.

Statement of Functional Expenses
For the Year Ended September 30, 2018

	Program services			Total program services	Supporting services			Total
	Consultation	Education	Research		Management and general	Fundraising	Total supporting services	
Salaries	\$ 361,759	\$ 281,767	\$ 1,582	\$ 645,108	\$ 330,577	\$ 7,907	\$ 338,484	\$ 983,592
Travel, field trips, conferences, & meetings	34,643	152,908	-	187,551	12,748	-	12,748	200,299
Employee benefits & payroll taxes	68,377	53,257	299	121,933	62,482	1,494	63,976	185,909
Professional fees	29,044	59,608	319	88,971	56,147	1,840	57,987	146,958
Occupancy	17,233	30,190	-	47,423	17,362	-	17,362	64,785
Bank & investment fees	-	-	-	-	50,383	-	50,383	50,383
Bad debt	33,401	11,134	-	44,535	-	-	-	44,535
Insurance	-	-	-	-	31,091	-	31,091	31,091
Fulfillment services	-	23,349	-	23,349	-	-	-	23,349
Outside printing & artwork	2,258	19,194	-	21,452	1,129	-	1,129	22,581
Postage & shipping	13	17,713	-	17,726	3,752	-	3,752	21,478
Telephone	5,051	8,849	-	13,900	5,089	-	5,089	18,989
Cost of goods sold	-	15,171	-	15,171	-	-	-	15,171
Other	-	3,121	-	3,121	10,349	-	10,349	13,470
Equipment rental & maintenance	2,776	4,863	-	7,639	2,797	-	2,797	10,436
Supplies	2,689	4,711	-	7,400	2,709	-	2,709	10,109
Royalty payments	-	6,259	-	6,259	-	-	-	6,259
Interest	-	-	-	-	2,686	-	2,686	2,686
Subscriptions & reference publications	-	621	-	621	-	-	-	621
Membership dues	-	300	-	300	-	-	-	300
Total expenses	\$ 557,244	\$ 693,015	\$ 2,200	\$ 1,252,459	\$ 589,301	\$ 11,241	\$ 600,542	\$ 1,853,001

See independent auditor's report and notes to financial statements.

Child Welfare League of America, Inc.

Statement of Functional Expenses
For the Year Ended September 30, 2017

	Program services				Supporting services			Total
	Consultation	Education	Research	Total program services	Management and general	Fundraising	Total supporting services	
Salaries	\$ 207,489	\$ 327,944	\$ 1,418	\$ 536,851	\$ 348,678	\$ 8,225	\$ 356,903	\$ 893,754
Employee benefits & payroll taxes	41,414	65,456	283	107,153	69,594	1,642	71,236	178,389
Professional fees	68,594	73,023	300	141,917	31,757	1,994	33,751	175,668
Travel, field trips, conferences, & meetings	12,234	153,017	-	165,251	7,911	-	7,911	173,162
Occupancy	15,919	27,887	-	43,806	16,038	-	16,038	59,844
Equipment rental & maintenance	1,321	41,136	-	42,457	1,331	-	1,331	43,788
Bank & investment fees	-	-	-	-	40,976	-	40,976	40,976
Postage & shipping	17	36,916	-	36,933	2,052	-	2,052	38,985
Outside printing & artwork	4,213	29,747	-	33,960	2,107	-	2,107	36,067
Fulfillment services	-	29,559	-	29,559	-	-	-	29,559
Cost of goods sold	-	19,595	-	19,595	-	-	-	19,595
Telephone	4,702	8,237	-	12,939	4,737	-	4,737	17,676
Supplies	3,278	5,743	-	9,021	3,303	-	3,303	12,324
Other	-	1,389	-	1,389	7,344	-	7,344	8,733
Interest	-	-	-	-	8,504	-	8,504	8,504
Insurance	-	-	-	-	6,382	-	6,382	6,382
Subscriptions & reference publications	-	2,805	-	2,805	-	-	-	2,805
Royalty payments	-	1,400	-	1,400	-	-	-	1,400
Honorariums	-	335	-	335	1,000	-	1,000	1,335
Membership dues	-	600	-	600	94	-	94	694
Bad debt	-	-	-	-	3,668	-	3,668	3,668
Advertising	-	248	-	248	-	-	-	248
Total expenses	\$ 359,181	\$ 825,037	\$ 2,001	\$ 1,186,219	\$ 555,476	\$ 11,861	\$ 567,337	\$ 1,753,556

See independent auditor's report and notes to financial statements:

Child Welfare League of America, Inc.

Statements of Cash Flows For the Years Ended September 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 301,894	\$ 63,266
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debt expense	44,535	3,668
Change in operating assets:		
Accounts receivable, net	(58,909)	93,557
Inventory, net	(3,240)	4,285
Prepaid expenses and other assets	225	7,950
Security deposits	2,000	156
Change in operating liabilities:		
Accounts payable and accrued expenses	(160,100)	(107,876)
Accrued payroll and vacation	(42,122)	(37,592)
Deferred revenue	99,408	91,244
Net cash provided by operating activities	<u>183,691</u>	<u>118,658</u>
Cash flows from financing activities		
Payments on notes payable	<u>(84,415)</u>	<u>(98,531)</u>
Net cash used in financing activities	<u>(84,415)</u>	<u>(98,531)</u>
Net change in cash	99,276	20,127
Cash, beginning of year	<u>220,785</u>	<u>200,658</u>
Cash, end of year	<u>\$ 320,061</u>	<u>\$ 220,785</u>

See independent auditor's report and notes to financial statements.

Child Welfare League of America, Inc.

Notes to Financial Statements

For the Years Ended September 30, 2018 and 2017

1) Nature of Organization and Summary of Significant Accounting Policies

Nature of Organization

The Child Welfare League of America, Inc. (CWLA) was formed in 1920 as a nonprofit organization incorporated in New York. CWLA's purpose is to formulate and advocate public policies that benefit all children, to meet the needs of children and families by strengthening membership of CWLA-affiliated agencies and individuals, to strive to ensure sensitivity to the cultural and ethnic diversity of the people who participate in CWLA programs, services, and activities, and to develop and promote standards to improve child welfare practices that make life better for vulnerable children, youth, and their families.

The following program services are included in the accompanying statements of activities:

- Consultation – CWLA offers services to public and private child welfare agencies to strengthen formal and informal systems of care, and offers special services aimed at enhancing management and operation.
- Education – Through regional training academics, professional development institutes, conferences and technical assistance, CWLA enhances the professional development of practitioners who care for, treat, and educate vulnerable children and families.
- Research – CWLA researches current issues related to child welfare and how to engage people everywhere in meeting the five universal needs of all children: basics, relationships, opportunities, safety, and healing.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting. Revenues are recognized in the period in which they are earned and expenses are recognized when the obligation is incurred.

Accounts Receivable

Receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a quarterly basis. CWLA receivables are comprised mainly of amounts billed on consultation contracts, publications, and membership dues. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts receivable. Receivables are written off when deemed uncollectable. Recoveries of receivables previously written off are recorded when received. A receivable is considered past due if any portion of the receivable balance is outstanding for more than 30 to 90 days, depending on the category of receivable.

Inventory

Inventory consists of completed publications and giftable items, and is stated at the lower of cost or market. Cost is determined by using the first in, first out (FIFO) method. Inventory is presented net of management's allowance for obsolete items. As of September 30, 2018, and 2017, the allowance for obsolete items was \$101,714 and \$130,096, respectively.

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

1) Nature of Organization and Summary of Significant Accounting Policies (Continued)

Property and Equipment

CWLA capitalizes all expenditures for property and equipment over \$2,500 at cost, or if donated, the assets are capitalized at the estimated fair value at the date of receipt. Capital assets are depreciated on a straight-line basis over their estimated useful lives ranging from 3 to 10 years. When assets are sold or otherwise disposed of, the asset and related accumulated depreciation is removed from the accounts, and any remaining gain or loss is included in the statement of activities. Expenditures for major repairs and improvements are capitalized; expenditures for minor repairs and maintenance costs are expensed when incurred.

Endowment Fund Net Assets

Under the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and Financial Accounting Standards Board (FASB), guidance on the classification of endowment fund net assets for states that have enacted versions of UPMIFA, all unappropriated endowment fund earnings are considered restricted.

Net Assets

CWLA complies with FASB Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*, and is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

- Unrestricted net assets include unrestricted revenue and contributions received without donor-imposed restrictions. These net assets are available for operations.
- Temporarily restricted net assets include revenue and contributions subject to donor-imposed stipulations that will be met by actions of CWLA and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restriction. Restrictions expire when a stipulated time restriction ends or a purpose restriction is accomplished.
- Permanently restricted net assets represent funds restricted by the donor to be maintained in perpetuity by CWLA. The donors of these resources permit CWLA to use all or part of the income earned, including capital appreciation, or related investments for unrestricted or temporarily restricted purposes.

CWLA treats all contributions in which the restrictions are met in the current year as unrestricted contributions.

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

1) Nature of Organization and Summary of Significant Accounting Policies (Continued)

Revenue Recognition

Contributions are recognized as revenues when they are received or unconditionally promised (pledged). CWLA reports gifts of cash and other assets as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets as to a particular purpose or to future periods.

Membership dues are recognized ratably over the applicable period which is on a calendar year. Revenue received for dues which relate to subsequent periods is reflected in deferred revenue.

Consultation and training fees are recognized at the time the consultation and training takes place. Conference and seminar fees are recognized at the time of the conference or seminar. Grant income is recognized when earned. Amounts received in advance are recorded as deferred revenue. Publication revenue is recognized upon delivery of the material. Amounts received in advance of delivery are recorded as deferred revenue.

Functional Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited on the basis of time records and other support, or on estimates made by management.

Advertising

Advertising costs are expensed when incurred.

Estimates

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

Income Taxes

CWLA is a nonprofit organization and is exempt from the payment of taxes on income other than net unrelated business income under Section 501(c)(3) of the Internal Revenue Code. No provision for income taxes is required for the years ended September 30, 2018 and 2017, as CWLA had no significant net unrelated business income.

Reclassification

Certain amounts in 2017 have been reclassified to conform to the 2018 presentation. There was no effect on 2017 net assets as a result of these reclassifications.

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

2) Concentration of Credit Risk

CWLA maintains its cash balances at various financial institutions and at times these balances may exceed the federal insured limits. CWLA has not experienced any losses with respect to its bank balances in excess of government provided insurance and management believes that there are no significant concentration of credit risk as a result of maintaining these accounts.

3) Accounts Receivable

Accounts receivables consisted of the following at September 30, 2018 and 2017:

	2018	2017
Consulting	\$ 143,807	\$ 83,216
Membership dues	53,100	71,800
	196,907	155,016
Less: allowance for doubtful accounts	(120,767)	(93,250)
Total accounts receivable, net	<u>\$ 76,140</u>	<u>\$ 61,766</u>

4) Property and Equipment

CWLA held the following property and equipment as of September 30, 2018 and 2017:

	2018	2017
Furniture and fixtures	\$ 6,874	\$ 6,874
Computer and equipment	10,301	10,301
	17,175	17,175
Less: accumulated depreciation and amortization	(17,175)	(17,175)
Property and equipment, net	<u>\$ -</u>	<u>\$ -</u>

During the years ended September 30, 2018 and 2017 depreciation expense was not recorded, as all assets in use have been fully depreciated.

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

5) Accrued Payroll and Vacation

Accrued payroll and vacation consisted of the following as of September 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Salaries and wages	\$ 296,351	\$ 331,837
Vacation	55,293	62,252
401(k) contributions	3,738	3,415
Retirement	<u>125,000</u>	<u>125,000</u>
Total accrued payroll and vacation	<u>\$ 480,382</u>	<u>\$ 522,504</u>

6) Lease Cancellation Notes Payable

Vornado DC

Effective December 1, 2013, CWLA amended its office lease and as a result, for the balance of unpaid rent, a cancellation lease agreement was created between CWLA and its current landlord for \$83,941 payable over four years in monthly payments of \$1,740, interest free. The imputed interest is minimal and is not recorded in the Statements of Activities. The agreement specifies that the lessor has the right to demand immediate full payment with retro-active 8% interest should CWLA fail to make payment of the cancellation lease agreement or on the current office lease agreement. The balance on September 30, 2018 and 2017 was \$0 and \$914, respectively.

Vornado Crystal City

Effective September 30, 2010, CWLA cancelled an office space lease which was expected to expire in 2020. CWLA entered into a note payable for \$422,000 for the cancellation fee related to the early termination on an office space lease. The note is non-interest bearing as long as the payments are made on a timely basis. The imputed interest of \$79,445 was determined using an interest rate of 3.75% and the remaining balance is included in other assets and temporarily restricted net assets (Note 7). The agreement specifies that the lessor has the right to demand immediate payment, in full, with retro-active 8% interest should CWLA fail to make the payment of the cancellation lease agreement or office lease agreement noted above. The balance on September 30, 2018 and 2017 was \$103,500 and \$162,000, respectively.

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

6) Lease Cancellation Notes Payable (Continued)

AIR

A sublease for office space previously occupied by CWLA in Washington, DC expired in November of 2010. On February 15, 2011 CWLA negotiated a five-year, interest free payment plan with the sub-landlord to extinguish past due occupancy expenses of \$311,153, due in monthly payments ranging from \$3,000 to \$5,153, from March 2011 through June 2016. The imputed interest of \$18,871 was determined using an interest rate of 2.209% and the remaining balance is included in other assets and temporarily restricted net assets (Note 7). The balance on September 30, 2018 and 2017 was \$42,653 and \$67,654, respectively.

Effective March 23, 2015 an agreement was entered into between CWLA and the above lessor to negotiate non-cash repayment options. An initial agreement was signed, providing the lessor with sponsorship and partnership opportunities with CWLA in exchange for forgiveness of \$55,000 of the outstanding balance for the year ended September 30, 2015. During the years ended September 30, 2018 and 2017, the parties agreed for the lessor to provide \$25,000 of sponsorship in exchange for the forgiveness of the debt by \$25,000 each year.

Future principal payments due on the notes above are as follows:

<u>Years Ending September 30,</u>	
2019	101,153
2020	<u>45,000</u>
Total future payments	<u>\$ 146,153</u>

7) Temporarily Restricted Net Assets

Temporarily restricted net assets as of September 30, 2018 were as follows:

	Beginning balance	Additions	Released from restriction	Ending balance
Imputed interest on lease cancellation	\$ 9,050	\$ -	\$ (2,676)	\$ 6,374
Grant for succession planning	4,143	-	(4,143)	-
Total	<u>\$ 13,193</u>	<u>\$ -</u>	<u>\$ (6,819)</u>	<u>\$ 6,374</u>

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

7) Temporarily Restricted Net Assets (Continued)

Temporarily restricted net assets as of September 30, 2017 were as follows:

	Beginning balance	Additions	Released from restriction	Ending balance
Imputed interest on lease cancellation	\$ 17,554	\$ -	\$ (8,504)	\$ 9,050
Grant for succession planning	-	30,000	(25,857)	4,143
Total	<u>\$ 17,554</u>	<u>\$ 30,000</u>	<u>\$ (34,361)</u>	<u>\$ 13,193</u>

8) Permanently Restricted Net Assets

CWLA's management has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. Consequently, CWLA classifies permanently restricted net assets as:

- The original value of gifts donated to the permanent endowment.
- The original value of subsequent gifts to the permanent endowment.

In accordance with UPMIFA, CWLA considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds.

- The duration and preservation of the fund.
- The purpose of CWLA and the donor-restricted endowment fund.
- General economic conditions.
- The possible effect of inflation or deflation.
- The expected total return from income and the appreciation of investments.
- Other resources of CWLA.
- Investment policies of CWLA.

During the year ended September 30, 2018, CWLA had invested its endowment in money market funds, government securities and certificates of deposits. As of September 30, 2018 and 2017, the endowment funds were held in cash.

Permanently restricted net assets as of September 30, 2018 and 2017 consist of the following:

	2018	2017
Gralnick Fund	<u>\$ 75,000</u>	<u>\$ 75,000</u>

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

9) Retirement Plans

Effective January 1, 2004, CWLA established a 401(k) plan for all full-time employees. Under the 401(k) plan, both the employer and employee can contribute to the plan. Employer contributions are discretionary and totaled \$3,738 and \$3,415 for the years ended September 30, 2018 and 2017 respectively.

10) Commitments and Contingencies

Operating Lease

On March 22, 2016, CWLA entered into an operating lease agreement for office space in Washington, DC. The lease term is for the period May 1, 2016 through June 30, 2018. The lease calls for monthly payments of \$3,300 subject to a 4% increase each May.

On October 1, 2017, CWLA entered into an operating lease agreement for additional space in its in Washington, DC office. The lease term is for the period October 1, 2017 through June 30, 2018. The lease calls for monthly payments of \$1,300.

On July 5, 2018, CWLA entered into an operating lease agreement for four offices in Washington, DC. The term is for the period July 1, 2018 through June 30, 2020. The lease calls for monthly payments of \$5,060 subject to a 4% increase each July.

CWLA has future minimum lease payments totaling \$47,358 and \$61,326 for the years ending September 30, 2020 and 2019, respectively.

For the years ended September 30, 2018 and 2017, total rent expense was \$64,785 and \$59,844, respectively.

Hotel Contracts

CWLA has entered into contracts for the future use of hotel rooms and convention spaces. In the event of cancellation, CWLA is required to pay various cancellation fees as stipulated in the contracts, the amounts of which are dependent upon the date of cancellation. At September 30, 2018 and 2017, CWLA's commitments for liquidated damages totaled approximately \$210,548 and \$523,998, respectively. Subsequent to September 30, 2018, CWLA entered into contracts for the future use of hotel rooms and convention spaces (Note 12).

11) Operational and Strategic Plan

Since 2006, CWLA had encountered significant debt and as a result implemented a number of corrective actions to improve its ability to meet its financial obligations. Actions in the past have reduced CWLA's pension, occupancy and overall operating costs and laid a foundation for rebuilding its major sources of earned revenue. The current focus is on increasing conference and publications revenue. In doing so, this is expected to enhance the organization's public image, help to attract new members and is viewed as critical to advancing CWLA's core mission.

Since 2017, CWLA has been able to increase the volume and quality of books it published, attract new authors for future books and reestablish subscriptions for its peer reviewed academic journal, the Child Welfare Journal. Fulfillment costs have been reduced by 50% and partnerships with printers and distributors are expected to reduce these costs and expand the audience abroad for publications beyond child welfare and

See independent auditor's report.

Child Welfare League of America, Inc.

Notes to Financial Statements (Continued)
For the Years Ended September 30, 2018 and 2017

11) Operational and Strategic Plan (Continued)

beyond the United States. A new subscription strategy for the peer reviewed academic journal and an increased focus on increasing royalties from the data in the journals is expected to further increase revenue. A strategy to publish special topic journal issues in partnership with organizations with highly regarded reputations and expertise in the topics has been implemented. The partners provide expertise, staff resources, and often sponsorship contributions. Special issue journals also provide content that have been utilized for webinars, conference workshops, and special focus conferences. Special issue journals which address critical issues such as trauma, substance use, and immigration also increase subscription sales and revenue from use of the data bases. There are ten new publications under development for 2019 and 2020. Publications are planned for continued growth in the future.

A new conference strategy and contracts for hotel commitments has reduced the cost of the conference and increased revenue that can support general operating costs. The 2018 conference generated a net surplus of \$174,629 in revenue.

The new model for Foster and Kinship training is expected to increase training income and, as a result, the organization expects to benefit from an increase in publications income from training materials and license revenue.

The organization also intends to continue to focus on revenue development through the following activities:

- Implement a resource development plan for contributions, sponsorships, grants and contracts to support the organizations mission.
- Implement a new leadership program for member organizations and increase and diversify membership.
- Continue to invest in publications strategies that increases content, broadens distribution beyond child welfare and that provides for content related to training and conferences.
- Develop and implement strategy to leverage the 2020 100th anniversary to build membership revenue.
- Continue to develop strategies to reduce outstanding obligations.
- Advance the organization's infrastructure and computer systems in order to improve and meet the needs of the organization.
- Update Pride, Kinship, and develop new e-learning courses to increase revenue.

The organization has also updated its investment policy with a goal of increasing the organization's ability to increase income from investments within an acceptable risk profile.

All of the above contributes to CWLA remaining a viable and well respected organization that attracts an increasing number of members. Management is confident that the organization will continue to improve financial self-sufficiency and increased revenue streams that support current operations, with the ability to invest in the organization's future.

12) Subsequent Events

Management has evaluated subsequent events and transactions subsequent to the statement of financial position date for potential recognition or disclosure through August 9, 2019, the date the financial statements were available to be issued. There were no events that required recognition or disclosure in the financial statements.

See independent auditor's report.



**CWLA Board of Directors
Roster 2021-2022**

Arnold, Lauren *
CEO
The Adoption Exchange



DeMontrond, Marilyn
Past Chair and Current Board Member
Harris County (TX) Protective Services



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President and CEO, Children's Bureau (Ret.)

Saint Laurent, Sarah
State Youth Coordinator, Healthy Transitions

Tua-Lopez, Anayra
CEO
Proyecto Nacer
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Michael John Schultz, Ed. D.

EDUCATION

University of Massachusetts, Counseling Psychology

School of Education, Amherst, MA
Specialization in Family Systems Medicine

Doctor of Education

Dissertation Title: "Clinical Supervision and Training with Multidisciplinary staff in a Day Treatment Program for Emotionally Troubled Children and Their Families"

Lesley College Graduate School, Counseling Psychology Division

Cambridge, MA 02138

Master of Arts

Masters Thesis: "Family-Centered and Community-Based Residential and Inpatient Treatment for Troubled Children and Adolescents"

Central Connecticut State University, Social Work

New Britain, CT

Bachelor of Arts, Sociology with a Concentration in Social Work

Academic Member, Alpha Kappa Delta Honor Society

1. Licensed Psychologist, State of Connecticut - Number 002040.
2. Licensed Marriage and Family Therapist, State of Massachusetts - Number 112.
3. Two-year Family Therapy Training at Elmcrest Family Training Institute, Portland, CT.
4. Clinical Member of the American Association of Marriage and Family Therapy.
5. APA - Approved Internship and Post Doctoral Fellow in Clinical Psychology and Family Medicine – University of Massachusetts Medical Center, Department of Psychiatry, Pittsfield, MA.

EXPERIENCE

Senior Fellow, Child Welfare League of America, August 2020 - Present

Washington, DC

Provide consultation, coaching, technical assistance, and training to interdisciplinary professionals and member agencies in collaborative care, organizational development, and community responses to trauma. Facilitate groups for young professionals in crisis assessment and intervention; leadership, and program development.

Director of Quality Assurance January 1998 – August 1, 2020

State of Connecticut, Department of Children and Families

Director of internal and external Quality Management programs, and member of the senior leadership team at the Department's Central Office for a state child welfare agency that employs approximately

4,000 interdisciplinary professionals with an operating budget of more than \$800 million. Over the years, specific responsibilities have included the following:

- Supervision of the federally funded and mandated administrative case review process.
- Coordination of program review and licensing of all DCF funded and state-administered facilities, hospitals, and community-based programs.
- Oversight of the multidisciplinary Special Review Unit examining child fatalities and critical incidents.
- Participation on the Statewide Child Fatality Review Panel led by the Chief Medical Examiner and Child Advocate.
- Supervision of the Director of Communications and Director of Multicultural Affairs and Immigration.
- Chair of the Department's Institutional Review Board.
- Liaison to the Federal Court Monitor and Connecticut Office of the Child Advocate.
- Interface with State Legislators, state agencies and community providers on a variety of biological, educational, legal, and psychosocial issues impacting clients and communities.
- Provision of Ombudsman review of client, public and internal complaints.
- Generate reports and analyses of policies and practices across DCF Bureaus, Divisions, Facilities, and community provider networks.
- Provision of organizational consultation, diversity training and leadership training within and outside of DCF.
- Offer direct clinical consultation in the field, and within the DCF Training Academy in: family-centered research and practice; life cycle development; and, crises intervention across context (adolescents, children, cultural competency, domestic violence, medically-complex clients, prevention and early intervention, substance abuse, suicide and self-harm, impact of trauma, and so forth).
- Development and implementation of a comprehensive worker support system designed to address primary and secondary traumatic stress.
- Collaboration with the Department's Human Resources Division and Employee Assistance Program to address staff's needs related to critical incidents and fatalities of clients on their caseload, while coordinating local support teams to enhance continuing education, morale and wellness.
- Participate in the Department's Mentoring Program through the Training Academy and federal funded projects designed to foster recruitment and retention of a competent workforce.
- Interface with advocacy groups, provider associations and universities to establish relevant training and research curriculum, including facilitation of Advisory Boards for parents, youth, and program liaisons.
- Coordinate Requests for Proposals (RFP) for federal and state funded services and evaluate the effectiveness of such services.
- Development of the Office of Organizational Climate and Staff Support, along with oversight of the DCF Wilderness School.
- Serve as the Department's liaison to the Child Welfare League of America (CWLA) to access contemporary literature, research, and best practices across the country for all DCF staff.

Associate Director of Children's Services, July 1991 - December 1997
Wheeler Clinic, Plainville, CT.

Administrative and clinical supervisor for specialized outpatient and congregate care services with children and adolescents experiencing serious emotional disturbances. These family-centered,

trauma-informed, and solution-focused services included extended day treatment, therapeutic foster care, residential treatment, special education, structured outpatient services and in-home family services in a community mental health setting. In conjunction with a three-person management team, collaborated on grant-writing activities, fiscal management, program development, personnel recruiting and training components for over 800 interdisciplinary staff, with an operating budget of approximately \$81 million. Additional responsibilities included:

- Member of various state-wide advisory councils as an advocate for children's mental health services, interfacing with the State Legislature, DCF, DOE, Managed Care and Court Support Services Division of the Judicial Branch.
- Participated with other managers and agency staff in the Continuous Quality Improvement program, coordinating licensing and accreditation activities for all specialized services programs.
- Developed and implemented a comprehensive internship training program for masters and doctoral students representing the fields of counseling, education, marriage and family therapy, medicine, psychology, and social work. This program served as the basis for staff development and training in all specialized services, with a particular emphasis on family and systemic approaches utilizing an interdisciplinary consultation team format. Training methodology included extensive use of the one-way mirror and videotape as a means of offering live supervision and timely feedback for clients and students.
- Provided on-going consultation and training to various schools, residential programs, DCF offices and mental health clinics in a range of brief, systemic and interdisciplinary approaches encompassing a biopsychosocial framework. These trainings included a number of topic-oriented workshops such as cultural competence, diversity, sexual abuse, domestic violence, suicide, crisis intervention, traumatic stress, death and dying, eating disorders, substance abuse, learning challenges, team-building and organizational development, among others.

Private Clinical Experience

Consulting Psychologist for USA Swimming; Athlete Protection Office, USA Olympic Committee

- Member of the National Committee that continually reviews USA Swimming's athlete protection policies, guidelines, educational programs, training, reporting and adjudication procedures, and formulates recommendations to the Board of Directors to provide safe, healthy and positive environments for USA Swimming members.

Licensed Psychologist and Family Therapist in Private Practice, 10/92 – August, 2021
2110 Farmington Avenue, West Hartford, CT

- Caseload of 4-6 clients per week.
- Range of biological, educational, and psychosocial issues across the lifespan.
- Clinical framework is brief and systemically oriented (family medicine, goal-directed, developmental, and focused on existing client strengths).
- Clinical consultation and training to community agencies and schools.

Family Therapy Director, 9/89 – 10/92

Glastonbury Psychological Associates, Hebron Avenue, Glastonbury, CT

- 20 hours per week in a multidisciplinary group practice (individual, group and family therapy).

- Provided weekly supervision and training to several area public schools in systemic therapies and special issues such as attention deficit, behavioral disorders, death and dying, learning disabilities, family problems, domestic violence, sexual abuse, substance abuse and traumatic stress, among others).
- Coordinated multidisciplinary team consultation and training to area psychiatric hospitals and structured outpatient programs in the prevention, intervention and postvention of adolescent self-harm and suicide.
- Offered EAP services to local municipalities, especially firefighters and law enforcement.

Teaching Experience

Clinical Faculty and Senior Lecturer, 1988 - 2008

Counseling Psychology, Lesley University, Cambridge, MA.

Teach graduate level courses in family therapy and special issues in working with children and adolescents in the on-campus and several off-campus locations. These courses utilize an intensive weekend format and take place approximately ten times per year. Provided counseling and consultation to graduate students regarding academic issues and clinical placement sites, and offered regular feedback to administrators regarding student performances, curriculum development, and placement sites.

Adjunct Faculty, summer 1997 - 2008

University of Hartford, West Hartford, CT

Teach graduate level courses in Family Therapy and Group Psychotherapy in the Clinical Psychology Program for masters-level students. Provide counseling and consultation to graduate students regarding academic issues and clinical placement sites. Teach advanced Family Therapy courses in the Doctoral program at the Graduate Institute for Professional Psychology (GIPP).

Adjunct Lecturer, spring 1992- spring 1995

Saint Joseph's College, West Hartford, CT

Provided graduate level course work to marriage and family therapy division in working with families and larger systems, and clinical supervision for students engaged in internships. Developed community-based intern sites for students and provided technical assistance and consultation to participating agencies.

Supervised Doctoral Training and Research

UMASS Medical School/Berkshire Medical Center, Pittsfield, MA. 7/90 - 7/92

APA - approved internship and post doctoral training in Clinical Psychology and Family Systems Medicine within the Department of Psychiatry at UMASS Medical Center. Training emphasis included family systems medicine and a range of systemically oriented approaches applicable to families, larger systems, and interdisciplinary settings. Primary training modality included live supervision, use of one-way mirror and extensive use of video. Conducted weekly seminars to medical residents in family therapy and integrated primary care medicine.

Clinical Administrator and Primary Therapist, 8/88 – 6/90
Elmcrest Psychiatric Hospital, Portland, CT

Coordinate and direct multidisciplinary clinical team in the planning, development and implementation of comprehensive treatment assessments and interventions for children age six to twelve and their families. Additional responsibilities included: individual, group and family therapy; clinical training; supervision of staff; and program development and fiscal management. The program was the research-base for my dissertation.

Clinical Director, Youth Intervention Program, 8/87 - 8/88.
W.W. Johnson Life Center, Springfield, MA.

Developed and implemented comprehensive clinical services to young persons ages eleven to twenty-one and their families involved in substance abuse. Provided supervision for all staff, program development, fiscal management, and interface with public and private providers such as schools, courts, and the Department of Public Health for the State of Massachusetts. Conducted training in prevention, intervention and psychoeducation related to work with adolescents, young adults, and their families in a variety of community and school-based settings.

Supervised Graduate Training and Research

Clinical Administrator and Unit Director, 3/86 - 8/87
The Hayden School, Dorchester, MA.

Coordinated and directed the multidisciplinary clinical team in the development and implementation of comprehensive treatment plans for adolescent males on a long-term residential treatment unit. Responsible for clinical training, supervision of staff, program development, and fiscal management. Conducted research activities culminating in an academic paper published in *The Journal of Strategic and Systemic Therapies*.

Individual and Family Therapist, 8/85 - 3/86
Northeastern Family Institute, Malden, MA

Provided individual, group and family therapy to adults with significant mental health needs residing in a community based residential setting. Provided training and consultation to educational and milieu staff in the areas of family and milieu therapy.

Mental Health Clinician, 8/83 - 8/85
Elmcrest Psychiatric Institute, Portland, CT

Represented nursing staff on multidisciplinary clinical team in development and implementation of patient's comprehensive treatment program. Completed two year training in family therapy that involved didactic, experiential and live supervision on a weekly basis for approximately 20 hours per week. Participated in research projects and pilot programs integrating family therapy and family medicine with milieu-oriented and outdoor educational approaches such as *Outward Bound* and *Project Adventure*.

Director of Health and Physical Education, 7/82 - 7/83
Mount Saint John School for Boys, Deep River, CT.

Developed and implemented comprehensive health-fitness program for eighty (80) adolescent males in residential treatment. These educationally oriented programs interfaced with psychotherapy, community-based programs and structured athletic programs.

Unit Director, 3/79 - 7/82

Directed management and treatment of residential unit for 27 adolescent males ages 14 - 17. Provided supervision and training for staff, program development and fiscal management. Facilitated meetings with multidisciplinary professionals and families, while developing viable aftercare and discharge planning to enhance transitions and transfer-of-learning from the residential experience to the community.

OTHER RELATED EXPERIENCE (1974-1979)

- Child Care Worker
- Community Organizer
- Detention Supervisor/Superior Court Juvenile Matters
- Recreation Specialist
- (Specific Locations and Agencies Available on Request)

PUBLICATIONS

"Program Development In Residential Treatment: Integrating Milieu And Systemic Models", *Journal of Strategic and Systemic Therapies*, Vol. 10, No. 2, summer 1991. P. 6-20.

"White Paper on Adolescent Suicide: Effective and Respectful Systemic Approaches". (2005), Connecticut Center for Effective Practice of the Child Health and Development Institute: Farmington, Connecticut.

Lee-Taylor, J. & Schultz, M. (January 2006). "Other Key Players," in *Child Welfare, Chapter 11*. Allyn & Bacon, Arlington, MA.

"Child Fatality Review as a Program Improvement Tool: Toward a Respectful and Effective Transfer of Learning to Practice." *Common Ground, April 2007*: Judge Baker Children's Center, Boston, MA.

"An Organizational Response to the Impact of Primary and Secondary Traumatic Stress." *Common Ground, February 2010*: Judge Baker Children's Center, Boston, MA.

Schultz, M. (2018). "Fatality Review Process and Structure: An Interdisciplinary and Humanistic Perspective," in *Child Welfare League of America*. Washington, D.C.

Schultz, M.J. (In Press, 2021). *Systems Consultation When Trauma Strikes: Stories of Hope, Collaboration and Change*. Child Welfare League of America. Washington, D.C.

Norton, C.L.; Schultz, M.J.; Benton, A.D.; Kiosoglous, C; & Boden-McGill, C. "Outdoor Adventure-Based Group Work to Promote Coping and Resilience among Child Welfare Workers. In T. Carter, C. Boden-McGill & K. Peno (Eds.): *The Role of Transformative Learning in the Development of a Resilient Professional Identity* (April 2019). New Age Publishing, New York.

WORKSHOPS AND TRAINING CONDUCTED

Specific locations and the training context are available on request. Topics include Brief Therapy, Family Therapy and Family Medicine, Sexual Abuse, Domestic Violence, Family Violence, Eating Disorders, Substance Abuse, Learning Disabilities, ADHD, Suicide Prevention and Intervention, Post Traumatic Stress, Organizational Development, Clinical Supervision, Group Therapy, Crisis Assessment and Intervention, Conflict Resolution, Cultural Competency, Diversity and Spirituality, Grief and Loss, Primary and Secondary Trauma, and Interdisciplinary Teambuilding and Leadership. These workshops and training have been provided to a range of clinical and educational settings such as community mental health centers, state agencies, public schools, residential treatment centers, psychiatric hospitals, universities, and national conferences across the United States.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael J Schultz, Ed.D.	Licensed Psychologist, Senior Fellow		64%	\$12,875

Subject: Workforce Support for Sununu Youth Services Center(SYSC) (IH-2022-DCYF-01-WORKF-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 Child Welfare League of America, Inc.		1.4 Contractor Address 727 15th Street, NW Suite 1200 Washington, DC 20005	
1.5 Contractor Phone Number (202) 688-4200	1.6 Account Number 05-95-42 -42-421510- 66430000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$9,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603)271-9631	
1.11 Contractor Signature DocuSigned by: <i>Christine James-Brown</i> Date: 10/4/2021 A049B25CEFA849A		1.12 Name and Title of Contractor Signatory Christine James-Brown CEO	
1.13 State Agency Signature DocuSigned by: <i>Joseph E. Ribsam, Jr.</i> Date: 11/1/2021 AAE4DEB3C68E438		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. 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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: <i>Nathan White</i> DocuSigned by: _____ G&C Meeting Date: 11/1/2021 EBEF04985B32440			

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.

Contractor Initials DS
W
Date 10/4/2021

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
Workforce Support to Sununu Youth Services Center (SYSC)
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to staff at the Sununu Youth Services Center (SYSC).
- 1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.
- 1.4. The Contractor shall provide consultation to the Department to establish the appropriate workforce support training and intervention strategies to address the needs of all levels of the workforce at SYSC.
- 1.5. The Contractor shall facilitate two (2) virtual meetings with the Department to strategize work plans, which includes, but is not limited to:
 - 1.5.1. Establishing cohort groups based on needs and schedules.
 - 1.5.2. Creating agenda and identifying objectives to be achieved and addressed with each cohort.
 - 1.5.3. Date and times of each meeting.
 - 1.5.4. Location of meetings.
- 1.6. The Contractor shall facilitate conversations with cohorts to foster hope, collaboration and improvements needed to assess and provide interventions to individuals receiving SYSC services.
- 1.7. The Contractor shall provide skills-based trainings, as needed, to SYSC staff who include, but are not limited to:
 - 1.7.1. Direct care front line staff.
 - 1.7.2. Clinicians.
 - 1.7.3. Educators.
 - 1.7.4. Healthcare professionals.
- 1.8. The Contractor shall conduct three (3) days of onsite training sessions with cohort groups to facilitate conversations on topics that include, but not limited to:
 - 1.8.1. Administration and leadership.
 - 1.8.2. Conflict resolution.
 - 1.8.3. Team building.
 - 1.8.4. Responses to traumatic events.

**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)
EXHIBIT B**

- 1.8.5. Wellness.
- 1.9. The Contractor shall ensure cohorts receive exposure to a five-step approach to facilitating safe and effective assessments and interventions with individuals and groups experiencing trauma and intensive interpersonal stress, including but not limited to:
- 1.9.1. How trauma and interpersonal stress affect individuals personally, professionally and organizationally.
 - 1.9.2. Reflections and responses to how individual differences effect trauma while working with clients, communities and colleagues, including but not limited to:
 - 1.9.2.1. Age.
 - 1.9.2.2. Culture.
 - 1.9.2.3. Development.
 - 1.9.2.4. Ethnicity.
 - 1.9.2.5. Gender.
 - 1.9.2.6. Race.
 - 1.9.2.7. Spirituality.
- 1.10. The Contractor shall conduct two (2) days of onsite training sessions with cohorts on a quarterly basis following the completion of the initial onsite training.
- 1.11. The Contractor shall conduct a minimum of one (1) virtual session monthly, for months in which an onsite face-to-face meeting does not occur.
- 1.12. The Contractor shall provide an Aftercare Plan to the Department within thirty (30) days of the completion of all onsite and virtual sessions, which includes recommendations for next steps and additional strategies to continue the efforts to provide workforce support to SYSC staff.
- 1.13. The Contractor shall obtain, at the Department's expense, a Criminal Background Check for all staff, including volunteers, who will be onsite at the SYSC facility. The Contractor shall release the results to the Department to ensure no convictions for the following crimes:
- 1.13.1. A felony for child abuse or neglect, spousal abuse, and any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - 1.13.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; or

**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)**

EXHIBIT B

1.13.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years.

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. Performance Measures

- 3.1. The Department shall monitor Contractor performance by increased retention of SYSC staff and facility staff reporting an increase in support and teamwork with their colleagues in the facility as evidenced through conversations between supervisors and staff.
- 3.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.3. The Contractor may be required to provide other key data and metrics to the Department, including performance, and service data.
- 3.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. 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.

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

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

**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)
EXHIBIT B**

have speech challenges.

4.3. Credits and Copyright Ownership

4.3.1. 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."

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

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

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

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

5. Records

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

5.1.1. 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.

5.1.2. 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.

5.2. During the term of this Agreement and the period for retention hereunder ^{DS} the

**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)
EXHIBIT B**

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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**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been

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**New Hampshire Department of Health and Human Services
Workforce Support for Sununu Youth Services Center (SYSC)
EXHIBIT C**

satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

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

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

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

DS
CW

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: Child Welfare League of America (CWLA)									
Project Title: IH-2022-DCYF-01-WORKF-01-Workforce Support for SYSC									
Budget Period: July 1, 2021 to June 30, 2022									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 7,493.60	\$ -	\$ 7,493.60	\$ -	\$ -	\$ -	\$ 7,493.60	\$ -	\$ 7,493.60
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,506.40	\$ -	\$ 1,506.40	\$ -	\$ -	\$ -	\$ 1,506.40	\$ -	\$ 1,506.40
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00

Indirect As A Percent of Direct 0.0%



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:

10/4/2021


Date

DocuSigned by:

Christine James-Brown

Name: Christine James-Brown

Title: CEO

Vendor Initials 
Date 10/4/2021



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:

10/4/2021

Date

DocuSigned by:

Christine James-Brown

Name: Christine James-Brown

Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS
CJ

Date 10/4/2021



**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

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New Hampshire Department of Health and Human Services
Exhibit F

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

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, 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:

10/4/2021

Date

DocuSigned by:
Christine James-Brown
Name: CHRISTINE James-Brown
Title: CEO

Contractor Initials

DS
CB

10/4/2021
Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

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

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

Page 1 of 2

Date 10/4/2021



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:

10/4/2021

Date

DocuSigned by:

Christine James-Brown

Name: Christine James-Brown

Title: CEO

Exhibit G

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

Contractor Initials CS

Date 10/4/2021



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:

10/4/2021

Date

DocuSigned by:

Christine James-Brown

Name: Christine James-Brown

Title: CEO

Contractor Initials

DS
CB

Date 10/4/2021



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

Contractor Initials CS

Date 10/4/2021



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

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Exhibit I

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

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

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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. (C)

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Exhibit I

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

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

Department of Health and Human Services

The State by:

Joseph E. Ribsam, Jr.

Signature of Authorized Representative

Joseph E. Ribsam, Jr.

Name of Authorized Representative
Director

Title of Authorized Representative

11/1/2021

Date

Christine James-Brown

Name of the Contractor

Christine James-Brown

Signature of Authorized Representative

Christine James-Brown

Name of Authorized Representative

CEO

Title of Authorized Representative

10/4/2021

Date

Contractor Initials CS

Date 10/4/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

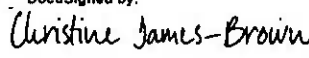
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

10/4/2021

Date

DocuSigned by:

 Name: CHRISTINE JAMES-BROWN
 Title: CEO

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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.

- 1. The DUNS number for your entity is: 051539963
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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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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