



Lori A. Shibamoto  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

May 23, 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 Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into an amendment to an existing contract with New Hampshire Juvenile Court Diversion Network, Inc., (VC#270119-B001) Concord, NH to continue providing juvenile court diversion services for individuals seventeen (17) years of age and younger who have been arrested for a first-time offense, by increasing the price limitation by \$275,000 from \$1,633,196 to \$1,908,196 and by extending the completion date from June 30, 2022 to June 30, 2023, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 4% Federal Funds. 96% Other Funds (Governor's Commission Funds).

The original contract was approved by Governor and Council on November 18, 2016, Item #18. It was subsequently amended with Governor and Council approval on June 20, 2018, Item #33, December 18, 2019, Item #25, June 10, 2020, item #17, and most recently on June 30, 2021, Item #24.

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

**05-95-49-491510-29890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102/500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
2018	102/500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
			<b>Subtotal</b>	<b>\$516,848</b>	<b>\$0</b>	<b>\$516,848</b>

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102/500734	Contracts for Prog Svc	92058504	\$258,424	\$0	\$258,424
2020	102/500734	Contracts for Prog Svc	92058504	\$307,924	\$0	\$307,924
2021	102/500731	Contracts for Prog Svc	92058502	\$275,000	\$0	\$275,000
2022	102/500731	Contracts for Prog Svc	92058502	\$275,000	\$0	\$275,000
2023	074/500589	Grants for Public Asst and Relief	92058502	\$0	\$200,000	\$200,000
			<b>Subtotal</b>	<b>\$1,116,348</b>	<b>\$200,000</b>	<b>\$1,316,348</b>

**05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	074-500589	Grants for Public Asst and Relief	92059502	\$0	\$75,000	\$75,000
			<b>Subtotal</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$75,000</b>
			<b>Total</b>	<b>\$1,633,196</b>	<b>\$275,000</b>	<b>\$1,908,196</b>

**EXPLANATION**

The purpose of this request is to ensure quality juvenile court diversion programs continue to divert youth with first time offenses, who may otherwise be prosecuted through the court system, to early intervention services. The Contractor utilizes a screening, brief intervention, and referral to

treatment (SBIRT) process that allows staff members to identify juveniles in need of alcohol and/or other drug prevention education or, in some cases, to provide referral to community providers for appropriate intervention and treatment. The Contractor provides services to enhance the skills and knowledge of staff on SBIRT and restorative justice models within a minimum of eighteen (18) accredited juvenile court diversion programs. The Department is seeking to extend the contract beyond the completion date and available renewal options in response to a funding directive from the Governor's Commission on Alcohol and Other Drugs.

Accredited juvenile court diversion programs have an in-depth screening process for youth and provide education and counseling for parents and guardians. The screening/intake process includes screening for substance use/misuse, mental health issues and risky behaviors. This agreement helps accredited juvenile court diversion programs in all New Hampshire counties provide uniform evidence-based services for youth referred to a juvenile court diversion program. Early diagnosis and intervention is expected to lead to a decrease in youth alcohol and drug misuse and reduce recidivism. In addition to screening, the programs use a restorative justice model that ensures youth are held accountable for their actions and provides participants with the skills necessary to make healthier life decisions and build resiliency to effectively deal with stressors including peer pressure and challenging family dynamics.

Approximately 125 individuals will be served during State Fiscal Year 2023.

The expected outcomes of the program are:

- An increase of two (2) accredited juvenile diversion programs in underserved regions within the state from the current baseline of 16 accredited programs.
- A 10% increase in number of first-time offenders receiving SBIRT services from the State Fiscal Year 2022 benchmark of 379 first-time offenders receiving SBIRT services.
- A decrease in the one (1) year rate of recidivism for juveniles who participate in the juvenile diversion programs from 20.7% to 18%.

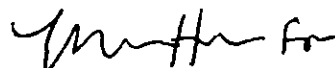
Should the Governor and Executive Council not authorize this request, juveniles who are first-time offenders may not have access to diversion services that could assist them with their substance misuse and/or mental health challenges. This may result in an increase in the number of juvenile cases prosecuted in adult court and may lead to recidivism resulting in costs to the State for adjudication in the court system. Family members could also be without the education and services to support the juvenile offender, resulting in additional stress and associated negative outcomes on these family members.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #T1083955.

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #5**

This Amendment to the Juvenile Court Diversion Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Juvenile Court Diversion Network, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016 (Item #18), as amended on June 20, 2018, (Item #33), as amended December 18, 2019 (Item #25), as amended June 10, 2020 (Item #17), and most recently amended on June 30, 2021 (Item #24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,908,196
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B Amendment #1, Section 2, to read:
  2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, in accordance with the budgets in Exhibit B-1 through Exhibit B-8 Amendment #5 Budget, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, Exhibit A Amendment #1, Additional Scope of Services and Exhibit A-2 Amendment #2, Additional Scope of Services.
5. Modify Exhibit B Amendment #1, Subsection 3.2, to read:
  - 3.2 Authorized expenses shall be those expenses in Exhibit B-1, Budget, through Exhibit B-8 Amendment #5 Budget.
6. Add Exhibit B-8 Amendment #5 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later.

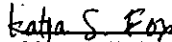
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/23/2022

Date

DocuSigned by:



Name: Katja S. Fox

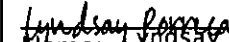
Title: Director

New Hampshire Juvenile Court Diversion Network, Inc.

5/23/2022

Date

DocuSigned by:



Name: Lindsay Porreca

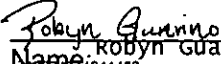
Title: NH Network Chair

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

OFFICE OF THE ATTORNEY GENERAL

5/24/2022

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:

## Exhibit B-8 Amendment #5 Budget

## New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Juvenile Court Diversion Network, Inc.

Budget Request for: Juvenile Court Diversion Services

Budget Period: 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	\$ 77,500.00	\$ 7,750.00	\$ 85,250.00	\$ -	\$ -	\$ -	\$ 77,500.00	\$ 7,750.00	\$ 85,250.00
2. Employee Benefits	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBIRT Screening	\$ 109,475.00	\$ 10,975.00	\$ 120,450.00	\$ -	\$ -	\$ -	\$ 109,475.00	\$ 10,975.00	\$ 120,450.00
Evaluation Contract:	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
Outreach/Education/Training	\$ 43,000.00	\$ 4,300.00	\$ 47,300.00	\$ -	\$ -	\$ -	\$ 43,000.00	\$ 4,300.00	\$ 47,300.00
Stipend/Meeting expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural/Linguistic Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 249,975.00</b>	<b>\$ 25,025.00</b>	<b>\$ 275,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 249,975.00</b>	<b>\$ 25,025.00</b>	<b>\$ 275,000.00</b>

Indirect As A Percent of Direct 10.0%

# State of New Hampshire

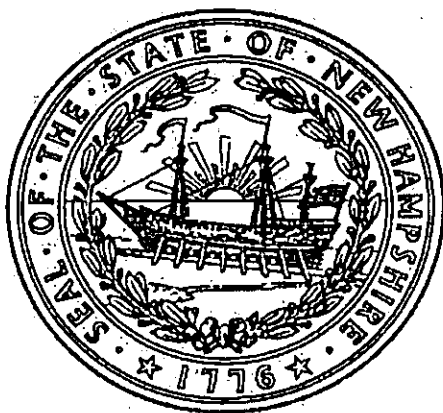
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE JUVENILE COURT DIVERSION NETWORK, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 11, 1994. 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: 211850

Certificate Number: 0005777795



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan  
Secretary of State



**CERTIFICATE OF AUTHORITY**

I, Casey Caster, 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 New Hampshire Juvenile Court Diversion Network  
(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 May 18<sup>th</sup> 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)


**VOTED:** That Lyndsay Porreca, Board Chair (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of NH Juvenile Court Div. Network to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 5/18/22

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Casey Caster  
Title: Secretary



NHJUVEN-01

DBEAUDOUIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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

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

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL: ADDRESS:														
<b>INSURED</b>  NH Juvenile Court Diversion Network 100 North Main Street, Suite 400 Concord, NH 03301	<table border="1"> <tr> <th data-bbox="812 521 1380 553">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 521 1520 553">NAIC #</th> </tr> <tr> <td data-bbox="812 553 1380 585">INSURER A: Philadelphia Insurance Company</td> <td data-bbox="1380 553 1520 585">23850</td> </tr> <tr> <td data-bbox="812 585 1380 617">INSURER B: AmTrust North America, Inc.</td> <td data-bbox="1380 585 1520 617"></td> </tr> <tr> <td data-bbox="812 617 1380 649">INSURER C:</td> <td data-bbox="1380 617 1520 649"></td> </tr> <tr> <td data-bbox="812 649 1380 680">INSURER D:</td> <td data-bbox="1380 649 1520 680"></td> </tr> <tr> <td data-bbox="812 680 1380 712">INSURER E:</td> <td data-bbox="1380 680 1520 712"></td> </tr> <tr> <td data-bbox="812 712 1380 734">INSURER F:</td> <td data-bbox="1380 712 1520 734"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company	23850	INSURER B: AmTrust North America, Inc.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2392128	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2392128	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3581380	4/8/2022	4/8/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

\*\*\*Workers Compensation Information\*\*\*

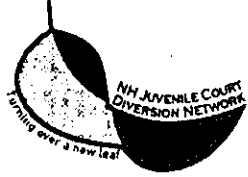
3A State: NH

Volunteers, including board are excluded from coverage.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire - Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# NH JUVENILE COURT DIVERSION NETWORK

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## MISSION STATEMENT

### PURPOSE

To promote and support community-based alternatives to the formal court process that integrate restorative justice practices, promote positive youth development, and reduce juvenile crime and recidivism.

### OBJECTIVES

- Promote principles of Restorative Justice
- To advocate for each member program and support the community-based individuality of each
- Utilize evidence based programming and best practices
- Promote principles of Restorative Justice in shaping juvenile law and policy in NH
- Promote the use of common data across diversion programs to substantiate outcomes
- To aid in maintaining high educational standards by sponsoring joint trainings and seminars

EXTENDED TO MAY 16, 2022

Form **990****Return of Organization Exempt From Income Tax**

OMB No. 1545-0047

**2020**Department of the Treasury  
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.Open to Public  
Inspection

A For the 2020 calendar year, or tax year beginning JUL 1, 2020 and ending JUN 30, 2021

B Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <b>NEW HAMPSHIRE JUVENILE COURT DIVERSION NETWORK, INC</b>		D Employer identification number <b>02-0458455</b>
	Doing business as		E Telephone number <b>603-330-7149</b>
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>100 NORTH MAIN STREET 400</b>	G Gross receipts \$ <b>362,320.</b>	
	City or town, state or province, country, and ZIP or foreign postal code <b>CONCORD, NH 03301</b>		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	F Name and address of principal officer: <b>NICOLE RODLER SAME AS C ABOVE</b>		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: <b>NHCOURTDIVERSION.ORG</b>			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			
L Year of formation: <b>1994</b> M State of legal domicile: <b>NH</b>			

**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <b>TO CREATE A MORE EFFECTIVE WAY TO ASSIST LOW-RISK JUVENILE OFFENDERS WHO DO NOT BELONG IN COURT.</b>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>6</b>
	4 Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>6</b>
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	<b>5</b>	<b>0</b>
	6 Total number of volunteers (estimate if necessary)	<b>6</b>	<b>6</b>
	7a Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
b Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	<b>0.</b>	
Revenue	8 Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
	9 Program service revenue (Part VIII, line 2g)	<b>210,016.</b>	<b>362,303.</b>
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>0.</b>	<b>0.</b>
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>5.</b>	<b>17.</b>
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>210,021.</b>	<b>362,320.</b>
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>146,933.</b>	<b>191,097.</b>
	14 Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>	<b>0.</b>
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>0.</b>	<b>0.</b>
	16a Professional fundraising fees (Part IX, column (A), line 11e)	<b>0.</b>	<b>0.</b>
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>6,557.</b>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>49,726.</b>	<b>129,776.</b>
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>196,659.</b>	<b>320,873.</b>
19 Revenue less expenses. Subtract line 18 from line 12	<b>13,362.</b>	<b>41,447.</b>	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
	21 Total liabilities (Part X, line 26)	<b>195,602.</b>	<b>309,291.</b>
	22 Net assets or fund balances. Subtract line 21 from line 20	<b>9,762.</b>	<b>82,004.</b>
		<b>185,840.</b>	<b>227,287.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	<b>NICOLE RODLER, CHAIR</b> Type or print name and title				
Paid	Print/Type preparer's name <b>SHERYL L. STEPHENS-BURKE</b>	Preparer's signature <b>SHERYL L. STEPHENS-BURKE</b>	Date <b>03/08/22</b>	Check <input type="checkbox"/> self-employed	PTIN <b>P00085224</b>
Preparer	Firm's name ▶ <b>MELANSON, P.C.</b>	Firm's EIN ▶ <b>02-0354851</b>			
Use Only	Firm's address ▶ <b>9 EXECUTIVE PARK DRIVE MERRIMACK, NH 03054</b>	Phone no. <b>603-882-1111</b>			

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

**NEW HAMPSHIRE JUVENILE COURT  
DIVERSION NETWORK, INC**

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**Part III Statement of Program Service Accomplishments**Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

**THE NETWORKS'S MISSION IS TO CREATE A MORE EFFICTIVE WAY TO ASSIST  
LOW-RISK JUVENILE OFFENDERS WHO DO NOT BELONG IN COURT.**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 217,325. including grants of \$ 191,097. ) (Revenue \$ )  
**THE NETWORK, THROUGH ITS 18 MEMBER ORGANIZATIONS, AIDS MANY YOUTHS  
 THROUGHOUT THE STATE OF NH BY FACILITATING THE PROGRAMS THAT PROVIDE  
 COURT DIVERSION SERVICES.**

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **217,325.**

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**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<b>X</b>	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	<b>X</b>	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		<b>X</b>
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<b>X</b>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<b>X</b>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		<b>X</b>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		<b>X</b>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<b>X</b>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		<b>X</b>
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		<b>X</b>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		<b>X</b>
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		<b>X</b>
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		<b>X</b>
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		<b>X</b>
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		<b>X</b>
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<b>X</b>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<b>X</b>
14a Did the organization maintain an office, employees, or agents outside of the United States?		<b>X</b>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<b>X</b>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<b>X</b>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<b>X</b>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		<b>X</b>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		<b>X</b>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<b>X</b>
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<b>X</b>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	<b>X</b>	

**NEW HAMPSHIRE JUVENILE COURT  
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**Part IV Checklist of Required Schedules (continued)**

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	X	

Note: All Form 990 filers are required to complete Schedule O

**Part V Statements Regarding Other IRS Filings and Tax Compliance**Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

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**Part V Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
<b>2a</b> Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 0		
<b>b</b> If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	2b		
<b>3a</b> Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
<b>b</b> If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b		
<b>4a</b> At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
<b>b</b> If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
<b>5a</b> Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
<b>b</b> Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
<b>c</b> If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
<b>6a</b> Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
<b>b</b> If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>			
<b>a</b> Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
<b>b</b> If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
<b>c</b> Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
<b>d</b> If "Yes," indicate the number of Forms 8282 filed during the year	7d		
<b>e</b> Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		
<b>f</b> Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		
<b>g</b> If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
<b>h</b> If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
<b>8 Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
<b>9 Sponsoring organizations maintaining donor advised funds.</b>			
<b>a</b> Did the sponsoring organization make any taxable distributions under section 4966?	9a		
<b>b</b> Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
<b>10 Section 501(c)(7) organizations.</b> Enter:			
<b>a</b> Initiation fees and capital contributions included on Part VIII, line 12	10a		
<b>b</b> Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
<b>11 Section 501(c)(12) organizations.</b> Enter:			
<b>a</b> Gross income from members or shareholders	11a		
<b>b</b> Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
<b>12a Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	12a		
<b>b</b> If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
<b>13 Section 501(c)(29) qualified nonprofit health insurance issuers.</b>			
<b>a</b> Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	13a		
<b>b</b> Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
<b>c</b> Enter the amount of reserves on hand	13c		
<b>14a</b> Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
<b>b</b> If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b		
<b>15</b> Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15		X
<b>16</b> Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X

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**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

☒**Section A. Governing Body and Management**

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year ..... 1a 6		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
b Enter the number of voting members included on line 1a, above, who are independent ..... 1b 6		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? ..... 2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? ..... 3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? ..... 4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets? ..... 5		X
6 Did the organization have members or stockholders? ..... 6		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? ..... 7a		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? ..... 7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body? ..... 8a	X	
b Each committee with authority to act on behalf of the governing body? ..... 8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O ..... 9		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates? ..... 10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? ..... 10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? ..... 11a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13 ..... 12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? ..... 12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done ..... 12c	X	
13 Did the organization have a written whistleblower policy? ..... 13		X
14 Did the organization have a written document retention and destruction policy? ..... 14		X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official ..... 15a		X
b Other officers or key employees of the organization ..... 15b		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? ..... 16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? ..... 16b		

**Section C. Disclosure**

17 List the states with which a copy of this Form 990 is required to be filed ► **NH**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
☐ Own website    ☐ Another's website    ☒ Upon request    ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ►  
**THE ORGANIZATION - 603-330-7149**  
**100 NORTH MAIN STREET, NO. 400, CONCORD, NH 03301**



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**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Subtotal</b>								0.	0.	0.
<b>c Total from continuation sheets to Part VII, Section A</b>								0.	0.	0.
<b>d Total (add lines 1b and 1c)</b>								0.	0.	0.

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

**3** Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual

	Yes	No
<b>3</b>		<b>X</b>
<b>4</b>		<b>X</b>
<b>5</b>		<b>X</b>

**4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual

**5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

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**Part VIII Statement of Revenue**Check if Schedule O contains a response or note to any line in this Part VIII ☐

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1 a Federated campaigns	1a			
	b Membership dues	1b	1,050.		
	c Fundraising events	1c			
	d Related organizations	1d			
	e Government grants (contributions)	1e	361,253.		
	f All other contributions, gifts, grants, and similar amounts not included above	1f			
	g Noncash contributions included in lines 1a-1f	1g \$			
	h Total. Add lines 1a-1f		362,303.		
	<b>Program Service Revenue</b>	2 a	Business Code		
b					
c					
d					
e					
f All other program service revenue					
g Total. Add lines 2a-2f					
<b>Other Revenue</b>	3 Investment income (including dividends, interest, and other similar amounts)		17.		17.
	4 Income from investment of tax-exempt bond proceeds				
	5 Royalties				
	6 a Gross rents	6a (i) Real (ii) Personal			
	b Less: rental expenses	6b			
	c Rental income or (loss)	6c			
	d Net rental income or (loss)				
	7 a Gross amount from sales of assets other than inventory	7a (i) Securities (ii) Other			
	b Less: cost or other basis and sales expenses	7b			
	c Gain or (loss)	7c			
	d Net gain or (loss)				
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a			
	b Less: direct expenses	8b			
	c Net income or (loss) from fundraising events				
	9 a Gross income from gaming activities. See Part IV, line 19	9a			
	b Less: direct expenses	9b			
	c Net income or (loss) from gaming activities				
10 a Gross sales of inventory, less returns and allowances	10a				
b Less: cost of goods sold	10b				
c Net income or (loss) from sales of inventory					
<b>Miscellaneous Revenue</b>	11 a	Business Code			
	b				
	c				
	d All other revenue				
	e Total. Add lines 11a-11d				
	12 Total revenue. See instructions		362,320.	0.	0.

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**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	191,097.	191,097.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	15,661.		15,661.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	11,391.		11,391.	
13 Office expenses	3,939.		3,939.	
14 Information technology	8,716.		8,716.	
15 Royalties				
16 Occupancy	7,072.		7,072.	
17 Travel	473.		473.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	5,384.		5,384.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	2,960.		2,960.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a GRANT COORDINATOR	65,570.	26,228.	32,785.	6,557.
b MISCELLANEOUS	6,480.		6,480.	
c TELEPHONE	2,130.		2,130.	
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	320,873.	217,325.	96,991.	6,557.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

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**Part X Balance Sheet**Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
<b>Assets</b>	1 Cash - non-interest-bearing	27,832.	1	243,985.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	159,322.	3	61,366.
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	8,448.	15	3,940.
16 <b>Total assets.</b> Add lines 1 through 15 (must equal line 33)	195,602.	16	309,291.	
<b>Liabilities</b>	17 Accounts payable and accrued expenses	9,762.	17	82,004.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 <b>Total liabilities.</b> Add lines 17 through 25	9,762.	26	82,004.
<b>Net Assets or Fund Balances</b>	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	185,840.	27	227,287.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 <b>Total net assets or fund balances</b>	185,840.	32	227,287.
33 <b>Total liabilities and net assets/fund balances</b>	195,602.	33	309,291.	

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**Part XI Reconciliation of Net Assets**Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	362,320.
2	Total expenses (must equal Part IX, column (A), line 25)	2	320,873.
3	Revenue less expenses. Subtract line 2 from line 1	3	41,447.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	185,840.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	227,287.

**Part XII Financial Statements and Reporting**Check if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	3b	

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**Part II** Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	227,194.	411,495.	268,638.	222,935.	362,303.	1,492,565.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	227,194.	411,495.	268,638.	222,935.	362,303.	1,492,565.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						1,492,565.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	227,194.	411,495.	268,638.	222,935.	362,303.	1,492,565.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	4.	12.	16.	15.	17.	64.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						1,492,629.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f))	14	100.00	%
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	100.00	%
16a 33 1/3% support test - 2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>		
b 33 1/3% support test - 2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>		

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**Part III. Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

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**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.
- b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.
- c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.
- b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

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**Part IV** Supporting Organizations (continued)

- 11 Has the organization accepted a gift or contribution from any of the following persons?
- a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?
- b A family member of a person described in line 11a above?
- c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

**Section B. Type I Supporting Organizations**

- 1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

**Section C. Type II Supporting Organizations**

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

**Section D. All Type III Supporting Organizations**

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

**Section E. Type III Functionally Integrated Supporting Organizations**

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a ☐ The organization satisfied the Activities Test. Complete line 2 below.
- b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.
- c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).

## 2 Activities Test. Answer lines 2a and 2b below.

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.

- b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

## 3 Parent of Supported Organizations. Answer lines 3a and 3b below.

- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI.
- b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

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**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.  
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2020

## NEW HAMPSHIRE JUVENILE COURT

Schedule A (Form 990 or 990-EZ) 2020 DIVERSION NETWORK, INC

02-0458455 Page 7

**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2020 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1	Distributable amount for 2020 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2020 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2020		
a	From 2015		
b	From 2016		
c	From 2017		
d	From 2018		
e	From 2019		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2020 distributable amount		
i	Carryover from 2015 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2020 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2020 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2021. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2016		
b	Excess from 2017		
c	Excess from 2018		
d	Excess from 2019		
e	Excess from 2020		

Schedule A (Form 990 or 990-EZ) 2020

## NEW HAMPSHIRE JUVENILE COURT

Schedule A (Form 990 or 990-EZ) 2020 **DIVERSION NETWORK, INC**

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## Part VI

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

**SCHEDULE I**  
**(Form 990)**

 Department of the Treasury  
 Internal Revenue Service

**Grants and Other Assistance to Organizations,  
 Governments, and Individuals in the United States**

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

 ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**

 Open to Public  
 Inspection

 Name of the organization **NEW HAMPSHIRE JUVENILE COURT  
 DIVERSION NETWORK, INC**

 Employer identification number  
**02-0458455**
**Part I** General Information on Grants and Assistance

 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☐ Yes ☒ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

**Part II** Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
THE YOUTH COUNCIL 112 WEST PEARL STREET NASHUA, NH 03060	02-0316192	501(C)(3)	18,750.	0.			JUVENILE DIVERSION SERVICES
VALLEY COURT DIVERSION PROGRAM PO BOX 474 WHITE RIVER JUNCTION, VT 05001			5,500.	0.			JUVENILE DIVERSION SERVICES
MERRIMACK COUNTY JUVENILE COURT DIVERSION - 4 COURT STREET - CONCORD, NH 03301			18,750.	0.			JUVENILE DIVERSION SERVICES
GREATER DERRY JUVENILE DIVERSION (THE UPPER ROOM) - 36 TSIENNETO ROAD - DERRY, NH 03038			14,500.	0.			JUVENILE DIVERSION SERVICES
SEACOAST COMMUNITY DIVERSION SERVICES - 680 MIDDLE ROAD - PORTSMOUTH, NH 03801			8,000.	0.			JUVENILE DIVERSION SERVICES
MANCHESTER POLICE ATHLETIC LEAGUE 409 BEECH STREET MANCHESTER, NH 03101	02-0459470	501(C)(3)	12,500.	0.			JUVENILE DIVERSION SERVICES

 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table **12.**

 3 Enter total number of other organizations listed in the line 1 table **0.**

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) 2020



**NEW HAMPSHIRE JUVENILE COURT  
DIVERSION NETWORK, INC**

Schedule I (Form 990)

02-0458455

Page 1

**Part II** Continuation of Grants and Other Assistance to Domestic Organizations and Domestic Governments (Schedule I (Form 990), Part II.)

(a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
GRAPTON COUNTY JUVENILE RESTORATIVE JUSTICE - 3801 DARTMOUTH COLLEGE HIGHWAY - NORTH HAVERHILL, NH 03774	02-6000339		7,750.	0.			JUVENILE DIVERSION SERVICES
CITY OF KEENE YOUTH SERVICES 3 WASHINGTON STREET KEENE, NH 03431	02-6000441		5,250.	0.			JUVENILE DIVERSION SERVICES
BELKNAP COUNTY RESTORATIVE JUSTICE 34 COUNTRY DRIVE LACONIA, NH 03246	02-6000065		5,250.	0.			JUVENILE DIVERSION SERVICES
SULLIVAN COUNTY COURT DIVERSION 14 MAIN STREET NEWPORT, NH 03773	03-0285093		9,000.	0.			JUVENILE DIVERSION SERVICES
CADY, INC. 94 HIGHLAND AVE PLYMOUTH, NH 03264	57-1212859	501(C)(3)	5,250.	0.			JUVENILE DIVERSION SERVICES
DOVER JUVENILE COURT DIVERSION 46 CHESTNUT STREET DOVER, NH 03820	02-0459302		5,000.	0.			JUVENILE DIVERSION SERVICES
JSI RESEARCH AND TRAINING INSTITUTE, INC. - 501 SOUTH STREET, 2ND FLOOR - BOW, NH 03304	04-2679824	501(C)(3)	56,847.	0.			JUVENILE DIVERSION SERVICES

Schedule I (Form 990)

NEW HAMPSHIRE JUVENILE COURT  
DIVERSION NETWORK, INC

Schedule I (Form 990) 2020

02-0458455

Page 2

**Part III** Grants and Other Assistance to Domestic Individuals. Complete if the organization answered "Yes" on Form 990, Part IV, line 22.  
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance

**Part IV** Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:

THE RECIPIENT ENTITIES MAINTAIN RECORDS THROUGH THE SCREENING, BRIEF INTERVENTION, AND REFERRAL TO TREATMENT (SBIRT) TOOL. FUNDS ARE REMITTED BASED UPON REPORTED CASES SERVICED BY THE RECIPIENT ENTITIES.

**SCHEDULE O**  
(Form 990 or 990-EZ)Department of the Treasury  
Internal Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**Open to Public  
Inspection

Name of the organization

NEW HAMPSHIRE JUVENILE COURT  
DIVERSION NETWORK, INC

Employer identification number

02-0458455

FORM 990, PART VI, SECTION B, LINE 11B:

THE BOARD REVIEWS AND APPROVES THE TAX RETURN BEFORE THE TREASURER SIGNS.

FORM 990, PART VI, SECTION B, LINE 12C:

THE BOARD SIGNS A CONFLICT OF INTEREST POLICY STATEMENT ANNUALLY. THE  
BOARD CHAIR REVIEWS AND APPROVES ALL INVOICES AND ENSURES NO CONFLICTS  
EXIST.

FORM 990, PART VI, SECTION C, LINE 19:

GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.



# NH JUVENILE COURT DIVERSION NETWORK

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## BOARD OF DIRECTORS FY 2023

### **Chairperson**

Lyndsay Porreca  
Valley Court Diversion Program  
(802) 295-5078

### **Vice Chairperson**

Dian McCarthy  
Goffstown Juvenile Diversion Program  
(603) 497-3499

### **Treasurer**

Tim Keefe  
CADY, Inc.  
(603) 536-9793

### **Secretary**

Casey Caster  
The Youth Council  
(603) 889-1090

### **Members-At-Large**

Nicole Shedd  
CADY, Inc.  
(603) 536-9793

Steve Pappajohn  
Dover Juvenile Court Diversion Network  
(603) 516-8336

### **Accreditation Chair**

Renee DePalo  
Grafton County Alternative Sentencing  
(603) 787-2291

## ***Alissa D. Cannon, CPS***

### **EDUCATION**

**University of New Hampshire 2019**  
*Nonprofit Management Certificate*  
**Granite State College 2018**  
*Psychology, BS*  
**Granite State College 2008**  
*Behavioral Science, AS*

### **SKILLS AND CERTIFICATIONS**

- *Statement of Eligibility for Health Education, State of New Hampshire*
- *Statement of Eligibility for Family and Consumer Science, State of New Hampshire*
- *Certified Paraprofessional II, State of New Hampshire*
- *Certified Prevention Specialist, International Credentialing & Reciprocity Consortium*
- *Certified in Youth Mental Health First Aid*
- *Trained in the Strategic Prevention Framework and Coordinated School Health*
- *Trained in A Skills-Based Approach to Health Education*

### **EXPERIENCE**

*2018-Present*

**Coordinator – NH Juvenile Court Diversion Network**

*Serving as the statewide Juvenile Court Diversion Network Coordinator - managing state grant funding, supporting regional-S.B.I.R.T. (Screening, Brief Intervention, Referral to Treatment) initiatives for juveniles entering court diversion programs and facilitating monthly meetings for the Board of Directors and the full Network of programs; Voting member of the New Futures statewide Alcohol & Other Drug Policy Committee; Voting member of the statewide Prevention Taskforce of the Governor's Commission on Prevention, Treatment & Recovery.*

*2018 - 2020*

**Paraprofessional II – Barrington Middle School**

*Worked with students with varying educational and emotional disabilities in the OnTrack Program and grade-level teams; Collaborated with teachers, administrators and special educators to increase students' accessibility to the curriculum, while implementing positive reinforcement for the behavioral management of assigned students within the classroom; Used prevention skills and encouraged overall wellness for the students and their behaviors; Served as Student Council Advisor.*

*2016-2018*

**Substance Misuse Prevention – Strafford County Public Health Network/Goodwin Community Health**

*Served Strafford County as the Coordinator for Substance Misuse Prevention - organizing local partners; building relationships and sector capacity; helping implement Coordinated School Health curriculum in two school districts; serving on local wellness committees; assessing needs in the community to plan substance misuse prevention programs and activities for youth and at-risk populations; coordinating the implementation of the Youth Risk Behavior Survey for middle schools; convening the Prevention Leadership Workgroup – a working collaboration of prevention specialists; utilizing local data to develop strategic plans and annual work plans in order to reduce the use of alcohol, marijuana and other drugs among teens and young adults.*

**2016**

**Coalition Coordinator – Somersworth Prevention Coalition**

*Held the position of Coordinator for a community coalition, collaborating with local partners to organize and plan substance misuse prevention activities that align with requirements of the Drug Free Communities Support Program; Utilizing the strategic prevention framework process to analyze community needs, develop action plans and implement programs, and cultivate partnerships geared towards the reduction of drug and alcohol use among teens and community education of substance misuse issues.*

**2015-2016**

**Paraprofessional – Rye Junior High School**

*Worked with students with varying educational and emotional disabilities; Collaborated with teachers, administrators and special educators to increase students' accessibility to the curriculum, while implementing positive reinforcement for the behavioral management of assigned students within the classroom and encouraged overall wellness for the students and their behaviors.*

**2014 - 2015**

**Marketing Assistant – Options, Inc.**

*Worked in a local non-profit organization serving men and women with developmental disabilities in a clerical position with daily use of Microsoft Office products and broad internet knowledge; Coordinating with department managers to construct effective marketing tools that benefit their departments, including the development of social media strategies; Supervising two resale store employees as the Manager for the store; Creating monthly newsletters for employees, as well as Constant Contact emails for general interest population; Developing policies and procedures and maintaining records for the agency's volunteer base; Assisting with the development and coordination of agency activities that include small events and large fundraising events.*

**2011-2013**

**Community Outreach Coordinator – TRACC Coalition, Tangipahoa Parish Government**

*Worked closely with local law enforcement agencies and conducting monthly meetings with designated law enforcement coalition partners; organizing and overseeing the youth prevention program alongside various community agency partners; planning and executing various training seminars in relation to youth and substance use/abuse, as well as law enforcement and substance use/abuse trainings; Scheduling and planning all monthly TRACC Coalition meetings, as well as communicating with partners; Using data to develop strategies to implement alcohol abuse and underage drinking prevention tools within the community.*

## **Diane Casale, CPS**

### **Professional Experience**

**1993- May 2021      The Upper Room, Family Resource Center, Inc. Derry, NH**

**July 1994- May 2021 Program Coordinator, Greater Derry Juvenile Diversion Program**  
**January 2011- May 2021      Administrative Coordinator**

- Researched, designed and implemented pilot diversion program originally for the Derry District Court in conjunction with the local police departments, District Court Judge, and Juvenile Service Officers. This program offers an alternative to court for appropriate juvenile offenders. This is accomplished with the aid of volunteer members of the community, Community Review Team (CRT), who agree to set up contractual conditions. Currently responsible for all comprehensive family intakes, coordination of services, case management, training and coordination of volunteers, facilitation of youth and CRT meetings and final closing of the youth's case. The reporting of data and statistics to all funding sources and to the agency's development division is an important part of the position. Continuous evaluation of the program models and outcomes.
- Incorporated the following resources for the community as the need became apparent:

**Adolescent Wellness Program** a comprehensive wellness program which focuses on promoting healthy adolescent behavior by providing youth with prevention and intervention services related to substance use and/or anger and parents with timely and effective support. AWP increases youth knowledge of the consequences of substance use, increase skills to handle anger appropriately, and increase parent's ability to cope with child's anger or substance use resulting in an increase number of youth living healthier lives. AWP utilizes the following three components:

1. **Challenge Course** – a psycho-educational program, using a group format, which provides adolescents an opportunity to learn more about alcohol and other drugs while they explore their personal relationship with substances.
2. **Take Control** – Educational program, using a group format, providing adolescents an opportunity to learn about anger and how it affects their lives.
3. **UR Parents** – A facilitated group providing information and support to parents who face the challenges of raising teenagers in today's society. Multiple topics.

**Y.E.S. (Shoplifter's Alternative)** – An educational program, using a group format, providing youth the opportunity for youth to learn the effect shoplifting has on their lives and the community as a whole.

**CSLO (Community Service-Learning Opportunities)** – Opportunity for youth who need to meet community service obligations to learn about and help others within their community.

- **Administrative Coordinator:** Became the Administrative Coordinator for the agency in 2011 with several areas of responsibility.
  - IT/Technology- responsible for all repairs, maintenance and upgrading of major equipment i.e. computers, phones, copier, TVs etc.
  - Supervision of Database Specialist, as well as, AWP Coordinator.
  - Data collection development 2020- to date
  - Coordinate the volunteer and internship program for the agency.

## Accomplishments

- Over 26 years coordinating Greater Derry Juvenile Diversion
- Incorporation of community resources:
  - Challenge Course
  - Y.E.S. (Youth Education on Shoplifting)
  - Parents and Caregivers Cafe
- Development and creation of community resources:
  - Take Control
  - CSLO (Community Service Learning Opportunities)
- Applied for, through the Center for Excellence Service to Science, Take Control being recognized as a Promising Practice in the State of NH. Received endorsement in October 2012. Take Control was endorsed by the NH Expert Panel as evidence-based program August 9, 2013.
- Initial accreditation of Greater Derry Juvenile Diversion program with the State of NH Judicial Branch in 2011, and maintaining of that accreditation since.

## Professional Memberships

- New Hampshire Juvenile Court Diversion Network, Member-at-large on the Executive Committee (2015-May 2021) Chair (2005-2007)
  - I have worked on the following endeavors for the NHJCDN:
    - Data Collection and evaluation-1996*
    - Recidivism Study- 1997 to 2005 (continued with the Derry Family Court to-date)*
    - JusticeWorks, U.N.H. Durham – 1999*
    - Data Collection and Reporting- 2003 to 2004* Worked collaboratively with police departments, Department of Safety, Administrative Office of the Courts and Division of Juvenile Justices Services in gathering statistical and demographic information to be reported to the federal government regarding crimes and detention in the state of New Hampshire.
    - Accreditation Committee, Chair- 2010-2021*
    - Strategic Planning Committee- 2013-2021*
- Prevention Certification Board of NH, Treasurer – (2006-2013)
- Citizen's Advisory Board/ NH State Prison for Women-Goffstown (2000-2013)
- Challenge Course Advisory Committee Member, Committee Chair (Former)
- State Advisory Group- (2013-2015)

## Education

- Hesser College- Nashua
  - Associates in Computer Science- January 1983
- Lesley College- Boston
  - Courses related to Human Services- 1992- 1993
- New Hampshire Technical Institute- Concord
  - Paralegal Certificate- August, 2001
- Guardian Ad Litem –NHTI-Concord
  - October 2005
- Nashua Community College
  - Studied in Liberal Arts
  - Concentration in Peace and Social Justice



### **Volunteer Experience/Trainings**

- Challenge Course, Facilitator/Coordinator
- SASSI Administration and Scoring, Administrator  
(Substance Abuse Subtle Screening Inventory)
- GAINQ certified (Global Appraisal of Individual Needs-Quick)
- Certified Prevention Specialist, since June 2006
- CPI –Nonviolent Crisis Intervention

**KEY ADMINISTRATIVE PERSONNEL****NH Department of Health and Human Services****Contractor Name:** NH Juvenile Court Diversion Network**Name of Program:** New Hampshire Juvenile Court Diversion Network

<b>BUDGET PERIOD:</b>		<b>SFY 2023</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Alissa Cannon	Executive Director	\$69,000	89.10%	\$61,500.00
Diane Casale	Program Coordinator	\$21,000	76.20%	\$16,000.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$77,500.00</b>



Lori A. Shibinette  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

June 1, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Sole Source** amendment to an existing contract with New Hampshire Juvenile Court Diversion Network, Inc., (VC#270119-B001) Concord, NH to enhance and expand access to juvenile court diversion accredited programs in underserved regions within the State where accredited juvenile court diversion programs currently do not exist and support the infrastructure of the NH Juvenile Diversion Network, by increasing the price limitation by \$275,000 from \$1,358,196 to \$1,633,196 and by extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor Commission Funds).

The original contract was approved by Governor and Council on November 18, 2016, item #18. It was subsequently amended with Governor and Council approval on June 20, 2018, item #33, December 18, 2019, Item #25, and June 10, 2020, Item #17.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2022, 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.

**05-95-49-491510-29890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102/500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
2018	102/500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
			Subtotal	\$516,848	\$0	\$516,848

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

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class Account /	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102/500734	Contracts for Prog Svc	92058504	\$258,424	\$0	\$258,424
2020	102/500734	Contracts for Prog Svc	92058504	\$307,924	\$0	\$307,924
2021	102/500731	Contracts for Prog Svc	92058502	\$275,000	\$0	\$275,000
2022	102/500731	Contracts for Prog Svc	92058502	\$0	\$275,000	\$275,000
			Subtotal	\$841,348	\$275,000	\$1,116,348
			Total	\$1,358,196	\$275,000	\$1,633,196

**EXPLANATION**

The request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. The original contract was submitted as sole source because Senate Bill 533 of the 2016 Regular New Hampshire legislative Session authorized the Governor's Commission on Alcohol and Other Drugs to provide funding to the Juvenile Court Diversion Network (the Network) to expand services throughout New Hampshire. The Juvenile Court Diversion Network was established through RSA 16:9 and has been operating diversion services for first time juvenile offenders since 2014. Sole source is justified in that the Network has the expertise, trained staff, and reputation to immediately carry out the functions of this contract without interruption of critical services for at risk juveniles.

The Contractor will utilize an evidence-based Screening, Brief, Intervention and Referral to Treatment process that will allow staff members to identify juveniles in need of alcohol and/or other drug prevention education or, in some cases, provide referral to community providers for appropriate intervention and treatment. The Contractor will ensure that quality juvenile court diversion programs continue to divert first-time offending youth, who may otherwise be prosecuted through the court system, to early intervention services. The Contractor will utilize additional funding to enhance the skills and knowledge of staff on Screening, Brief, Intervention and Referral to Treatment and restorative justice models within a minimum of sixteen (16) accredited juvenile court diversion programs.

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

Accredited juvenile court diversion programs have an in-depth screening process for youth and provide education and counseling for parents/guardians. The screening and intake process includes screening for substance use/misuse, mental health issues and other risky behaviors. This agreement will help accredited juvenile court diversion programs in all New Hampshire counties provide uniform evidence-based services for youth referred to an accredited juvenile court diversion program. Early diagnosis and intervention may lead to a decrease in youth alcohol and drug use/misuse and reduce recidivism. In addition to screening, the programs use a restorative justice model that ensures youth are held accountable for their actions and provides participants with the skills necessary to make healthier life decisions and build resiliency to effectively deal with stressors, including peer pressure and family dynamic.

The intended outcomes include:

- An increase in number of accredited juvenile diversion programs in underserved regions within the state.
- An increase in number of first time offenders receiving SBIRT services.
- A decrease in recidivism for juveniles who participate in the juvenile diversion programs.

Approximately 75 individuals will be served from July 1, 2021 to June 30, 2022.

Should the Governor and Executive Council not authorize this request, juveniles who are first-time offenders residing in underserved areas of the state may not have access to diversion services that could assist them with their substance misuse and/or mental health issues. This may result in an increase in the number of juvenile cases prosecuted in adult court and may lead to future recidivism.

Area served: Statewide

Source of Funds: 100% Other Funds (Governor Commission Funds).

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

Respectfully submitted,



Lori A. Shubinette  
Commissioner

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

This 4<sup>th</sup> Amendment to the Juvenile Court Diversion Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Juvenile Court Diversion Network, Inc., ("the Contractor"), a nonprofit corporation with a place of business at 1 Eagle Square, 4<sup>th</sup> Fl. Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016 (Item #18), as amended on June 20, 2018, (Item #33), as amended December 18, 2019 (Item #25), and most recently amended June 10, 2020 (Item #17) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,633,196
3. Modify Exhibit B Amendment #1, Section 2, to read: Methods and Conditions Precedent to Payment, Section 1, by adding Subsection 1.3, to read:
  2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, in accordance with the budgets in Exhibit B-1 through Exhibit B-7 Budget, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
4. Exhibit B Amendment #1, Subsection 3.2., to read:
  - 3.2. Authorized expenses shall be those expenses in Exhibits B-1 Budget through Exhibit B-7 Budget.
5. Add Exhibit B-7 Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021, subject to Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

DocuSigned by:

*Katja Fox*

ED9005B04C83412

\_\_\_\_\_  
Date

Name: Katja Fox

Title: Director

New Hampshire Juvenile Court Diversion Network, Inc.

DocuSigned by:

*Nicole Rodler*

5AD4513C9A27407..

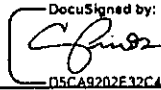
\_\_\_\_\_  
Date

Name: Nicole Rodler

Title: NHJCDN Board Chair

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:  
  
D5CA9202E12C4AE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Catherine Pinos

\_\_\_\_\_  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:



Exhibit B-7 Budget #4

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

Contractor Name: New Hampshire Juvenile Court Diversion Network, Inc.

Budget Request for: Juvenile Court Diversion Services

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 77,500.00	\$ 7,250.00	\$ 79,750.00	\$ -	\$ -	\$ -	\$ 77,500.00	\$ 7,250.00	\$ 79,750.00
2. Employee Benefits	\$ 10,000.00	\$ 743.00	\$ 10,743.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 743.00	\$ 10,743.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify in detail, non-mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBIRT Screening	\$ 126,250.00	\$ 12,625.00	\$ 138,875.00	\$ -	\$ -	\$ -	\$ 126,250.00	\$ 12,625.00	\$ 138,875.00
Evaluation Contract	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00
Outreach/Educational Training	\$ 36,484.00	\$ 3,648.00	\$ 40,132.00	\$ -	\$ -	\$ -	\$ 36,484.00	\$ 3,648.00	\$ 40,132.00
Supervision/Meeting expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural/Language Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 250,234.00	\$ 24,768.00	\$ 275,002.00	\$ -	\$ -	\$ -	\$ 250,234.00	\$ 24,768.00	\$ 275,002.00

Indirect As A Percent of Direct

9.9%

MAY 26 '20 AM 11:14 DAS

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Lori A. Shibinette  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9564 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

May 15, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing Sole Source contract with New Hampshire Juvenile Court Diversion Network, Inc., (Vendor # 270119-B001), Concord NH to enhance and expand access to juvenile court diversion accredited programs in underserved regions within the State where accredited juvenile court diversion programs currently do not exist and support the infrastructure of the NH Juvenile Diversion Network, by increasing the price limitation by \$275,000 from \$1,083,196 to \$1,358,196 and by extending the completion date from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contract was approved by Governor and Council on November 18, 2016, item #18 and most recently amended with Governor and Council approval on December 18, 2019, item #25. 100% Other Funds (Governor Commission Funds).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-49-491510-29890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR'S COMMISSION FUNDS (100% Other Funds).

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102-500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
2018	102-500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
			Subtotal	\$516,848	\$0	\$516,848

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-95-49-491510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, GOVERNOR'S COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500734	Contracts for Prog Svc	92058504	\$258,424	\$0	\$258,424
2020	102-500734	Contracts for Prog Svc	92058504	\$307,924	\$0	\$307,924
			<b>Subtotal</b>	<b>\$566,348</b>	<b>\$0</b>	<b>\$566,348</b>

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, GOVERNOR'S COMMISSION FUNDS (100% Other Funds)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500734	Contracts for Prog Svc	92058502	\$0	\$275,000	\$275,000
			<b>Subtotal</b>	<b>\$0</b>	<b>\$275,000</b>	<b>\$275,000</b>
			<b>Total</b>	<b>\$1,083,196</b>	<b>\$275,000</b>	<b>\$1,358,196</b>

**EXPLANATION**

This request is **Sole Source** because the original contract request was sole source and MOP 150 requires any subsequent amendment to be a Sole Source request. Further, there are no renewal options available in the current contract and MOP 150 requires any such request to be identified as Sole Source. The original contract was a Sole Source request because Senate Bill 533 of the 2016 Regular New Hampshire Legislative Session authorized the Governor's Commission on Alcohol and Other Drugs to provide funding to the Juvenile Court Diversion Network to expand services throughout New Hampshire. As previously stated, the original contract was approved by Governor and Council on November 18, 2016, Item #18. It was then subsequently amended with Governor and Council approval on June 20, 2018, Item #33 and on December 18, 2019, Item #25.

The Contractor will utilize an evidence-based Screening, Brief, Intervention and Referral to Treatment (SBIRT) process that will allow staff members to identify juveniles in need of alcohol and/or other drug prevention education or, in some cases, provide referral to community providers for appropriate intervention and treatment. The Contractor will ensure that quality juvenile court diversion programs continue to divert first-time offending youth, who may otherwise be prosecuted through the court system, to early intervention services. The Contractor will utilize additional funding to enhance the skills and knowledge of staff on SBIRT and restorative justice models within a minimum of sixteen (16) accredited juvenile court diversion programs.

Accredited juvenile court diversion programs have an in-depth screening process for youth and provide education and counseling for parents/guardians. The screening/intake process includes screening for substance use/misuse, mental health issues and other risky behaviors. This agreement will help accredited juvenile court diversion programs in all New Hampshire

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

and drug use/misuse and reduce recidivism. In addition to screening, the programs use a restorative justice model that ensures youth are held accountable for their actions and provides participants with the skills necessary to make healthier life decisions and build resiliency to effectively deal with stressors, including peer pressure and family dynamics.

Approximately 250 individuals will be served from July 1, 2020 to June 30, 2021.

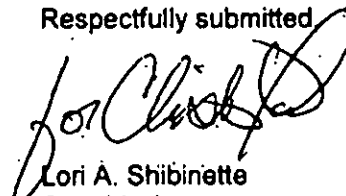
Should the Governor and Executive Council not authorize this request, juveniles who are first-time offenders residing in underserved areas of the state may not have access to diversion services that could assist them with their substance misuse and/or mental health issues. This may result in an increase in the number of juvenile cases prosecuted in adult court and may lead to future recidivism.

Area served: Statewide

Source of Funds: 100% Other Funds (Governor Commission Funds).

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

Respectfully submitted



Lori A. Shibillette  
Commissioner.

**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Juvenile Court Diversion Services**

This 3rd Amendment to the Juvenile Court Diversion Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Juvenile Court Diversion Network, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1 Eagle Square, 4th Fl. Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016 (Item #18), as amended on June 20, 2018 (Item #33) and December 18, 2019 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,358,196.
3. Exhibit B Amendment #1, Section 2, to read:
  2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, in accordance with the budgets in Exhibit B-1 through Exhibit B-6 Budget; for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
4. Exhibit B Amendment #1, Subsection 3.2, to read:
  - 3.2. Authorized expenses shall be those expenses in Exhibits B-1 Budget through Exhibit B-6 Budget.
5. Add Exhibit B-6 Amendment #3, Budget.

*NGC*

**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective July 1, 2020 or upon the date of Governor and Executive Council approval, whichever is later.

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

State of New Hampshire  
Department of Health and Human Services

May 13, 2020  
Date

[Signature]  
Name: Christie Tappan  
Title: Associate Commissioner

New Hampshire Juvenile Court Diversion Network, Inc.

5/13/20  
Date

[Signature]  
Name: Nicole Rodler  
Title: Board Chairperson, NH Juvenile Court Diversion Network



**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**

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

## OFFICE OF THE ATTORNEY GENERAL

5/21/20

Date \_\_\_\_\_

1s/Christen Lavers

Name: \_\_\_\_\_

**Title:** Assistant Attorney General

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

## OFFICE OF THE SECRETARY OF STATE

Date .

Name:

**Title:**

**Exhibit B-6 Amendment #3, Budget  
Juvenile Court Diversion Accreditation Services**

New Hampshire Department of Health and Human Services									
Bidder/Program Name: <u>NH Juvenile Court Diversion Network, Inc.</u>									
Budget Request for: <u>Juvenile Court Diversion Accreditation</u>									
Budget Period: <u>July 1, 2020 through June 30, 2021</u>									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 68,160.00	\$ 6,840.00	\$ 74,800.00			\$ -			\$ -
2. Employee Benefits	\$ -	\$ -	\$ -			\$ -			\$ -
3. Consultants	\$ -	\$ -	\$ -			\$ -			\$ -
4. Equipment:	\$ -	\$ -	\$ -			\$ -			\$ -
Rental	\$ -	\$ -	\$ -			\$ -			\$ -
Repair and Maintenance	\$ -	\$ -	\$ -			\$ -			\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -			\$ -			\$ -
5. Supplies:	\$ -	\$ -	\$ -			\$ -			\$ -
Educational	\$ -	\$ -	\$ -			\$ -			\$ -
Lab	\$ -	\$ -	\$ -			\$ -			\$ -
Pharmacy	\$ -	\$ -	\$ -			\$ -			\$ -
Medical	\$ -	\$ -	\$ -			\$ -			\$ -
Office	\$ -	\$ -	\$ -			\$ -			\$ -
6. Travel	\$ -	\$ -	\$ -			\$ -			\$ -
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	\$ -	\$ -	\$ -			\$ -			\$ -
Outreach Activities to Increase Referrals	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00			\$ -			\$ -
Early Identification Services	\$ 152,000.00	\$ 15,200.00	\$ 167,200.00			\$ -			\$ -
Evaluation Community Health Institute	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00			\$ -			\$ -
Community Health Institute	\$ -	\$ -	\$ -			\$ -			\$ -
Seacoast Region/Chase Home	\$ -	\$ -	\$ -			\$ -			\$ -
Stratford County Region/Farmington	\$ -	\$ -	\$ -			\$ -			\$ -
Central NH Region/CADY Inc.	\$ -	\$ -	\$ -			\$ -			\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -			\$ -			\$ -
<b>TOTAL</b>	<b>\$ 250,160.00</b>	<b>\$ 24,840.00</b>	<b>\$ 275,000.00</b>			<b>\$ -</b>			<b>\$ -</b>
Indirect As A Percent of Direct 9.5%									





Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

25 mar

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 21, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing sole source agreement with New Hampshire Juvenile Court Diversion Network, Inc., (Vendor # 270119-B001), 10 Ferry Street, Suite 333, Concord NH 03301, to enhance and expand access to juvenile court diversion accredited programs in underserved regions within the State where accredited juvenile court diversion programs currently do not exist and support the infrastructure of the NH Juvenile Diversion Network by increasing the price limitation by \$49,500 from \$1,033,696 to \$1,083,196, and no change to the completion date of June 30, 2020, effective upon Governor and Executive Council approval. 100% Other (Governor's Commission) Funds.

This agreement was originally approved by the Governor and Executive Council on November 18, 2016 (Item #18), and subsequently amended on June 20, 2018 (Item #32).

Funds are available in the following account for State Fiscal Year 2020, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-49-491510-29890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR'S COMMISSION FUNDS (100% Other Funds).**

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
2018	102-500734	Contracts for Prog Svc	49158504	\$258,424	\$0	\$258,424
			Subtotal	\$516,848	\$0	\$516,848

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

**05-95-49-491510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, GOVERNOR'S COMMISSION FUNDS (100% Other Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	92058504	\$258,424	\$0	\$258,424
2020	102-500734	Contracts for Prog Svc	92058504	\$258,424	\$49,500	\$307,924
			Subtotal	\$516,848	\$49,500	\$566,348
			Total	\$1,033,696	\$49,500	\$1,083,196

**EXPLANATION**

This request is sole source because on December 14, 2018, the Governor's Commission on Alcohol and Other Drugs voted to approve the enhancement and expansion of access to accredited juvenile court diversion programs in underserved regions of the State where such programs currently do not exist and to support the infrastructure of the NH Juvenile Diversion Network. The Director of the DHHS Bureau of Drug and Alcohol Services serves as the Executive Director of the Governor's Commission and is responsible for administering the budget.

The Contractor will utilize an evidence-based Screening, Brief, Intervention and Referral to Treatment (SBIRT) process that will allow staff members to identify juveniles in need of alcohol and/or other drug prevention education or, in some cases, provide referral to community providers for appropriate intervention and treatment. The Contractor will ensure that quality juvenile court diversion programs continue to divert first-time offending youth, who may otherwise be prosecuted through the court system, to early intervention services. The Contractor will utilize additional funding to enhance the skills and knowledge of staff on SBIRT and restorative justice models within a minimum of sixteen (16) accredited juvenile court diversion programs.

Accredited juvenile court diversion programs have an in-depth screening process for youth and provide education and counseling for parents/guardians. The screening/intake process includes screening for substance use/misuse, mental health issues and other risky behaviors. This agreement will help accredited juvenile court diversion programs in all New Hampshire counties provide uniform evidence-based services for youth referred to an accredited juvenile court diversion program. Early diagnosis and intervention may lead to a decrease in youth alcohol and drug use/misuse and reduce recidivism. In addition to screening, the programs use a restorative justice model that ensures youth are held accountable for their actions and provides participants with the skills necessary to make healthier life decisions and build resiliency to effectively deal with stressors, including peer pressure and family dynamics.

Approximately 150 individuals will be served from December 18, 2019 through June 30, 2020.

The New Hampshire Juvenile Diversion Network effectiveness in delivering services will be measured through monitoring of the following performance measures the effectiveness of the amendment agreement:

- The increase in number of accredited juvenile diversion programs in underserved regions within the state.
- The increase in number of first-time offenders receiving SBIRT services.
- A decrease in recidivism for juveniles who participate in the juvenile diversion programs.

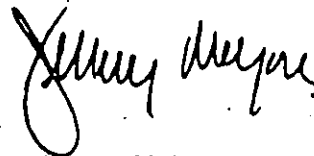
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Should the Governor and Executive Council not authorize this request, juveniles who are first-time offenders residing in underserved areas of the state may not have access to diversion services that could assist them with their substance misuse and/or mental health issues. This may result in an increase in the number of juvenile cases prosecuted in adult court and may lead to future recidivism.

Area served: Statewide.

Source of Funds: 100% Other Funds (Governor Commissioner's).

Respectfully submitted,

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

Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Juvenile Court Diversion Services**

This 2<sup>nd</sup> Amendment to the Juvenile Court Diversion Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Juvenile Court Diversion Network, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1 Eagle Square, 4th Fl. Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016 (Item #18), as amended on June 20, 2018 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:  
1 Eagle Square, 4th Fl. Concord, NH 03301.
2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:  
New Hampshire Juvenile Court Diversion Network, Inc.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,083,196.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
6. Add Exhibit A-2 Amendment #2, Additional Scope of Services.
7. Delete Exhibit B-4 Amendment #1, Budget SFY 2020 and replace with Exhibit B-5 Amendment #2, Budget, SFY 2020.

*KAR*  
1/28/19



**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**

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

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

State of New Hampshire  
Department of Health and Human Services

Date

11/22/19

Name: Katja S. Fox  
Title: Director

New Hampshire Juvenile Court Diversion Network, Inc.

Date

11/28/19

Name: Nicole G. Radtke  
Title: NH Juvenile Court Diversion Network Board Chair

Acknowledgement of Contractor's signature:

State of New Hampshire County of Stafford on 10/28/19 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rebecca J. Warburton  
Name and Title of Notary or Justice of the Peace

My Commission Expires:

10/10/2020

11/28/19




**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**

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

**OFFICE OF THE ATTORNEY GENERAL**

11/26/19  
Date:

  
Name: CATHERINE PINOS  
Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name:  
Title:



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

Scope of Services

1. **Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, youth are individuals under 18 years of age.

2. **Scope of Services**

- 2.1. The Contractor shall collaborate with the Community Health Institute (CHI) to expand juvenile court diversion services in regions of the state where there is limited or no access to juvenile court diversion services. The Contractor shall:
  - 2.1.1. Conduct an asset and gaps assessment to identify regions with limited or no access to juvenile diversion services.
  - 2.1.2. Identify a minimum of three (3) Circuit Court regions in need of accredited juvenile court diversion services, based on the asset and gaps assessments.
  - 2.1.3. Coordinate with local agencies in each of the selected Circuit Court regions to pilot a minimum of one to a maximum of three (3) juvenile court diversion program(s).
- 2.2. The Contractor shall collaborate with the CHI to assist pilot Juvenile Court Diversion Programs with attaining accreditation. The Contractor shall:
  - 2.2.1. Enter into a sub-contract with agencies in each of the selected Circuit Court regions to implement a minimum of one (1) pilot juvenile court diversion program, ensuring clear delineations of communities served by the pilot program.
  - 2.2.2. Ensure each pilot Juvenile Court Diversion Programs (JCDPs) completes the NH Juvenile Court Diversion Network Accreditation Self-Assessment Questionnaire.
  - 2.2.3. Review results of the NH Juvenile Court Diversion Network Accreditation Self-Assessment Questionnaire to determine current organizational structure in order to assist each pilot JCDP with developing a written plan to meet accreditation standards. Each plan shall include, but not be limited to, written specifics indicating:

*[Handwritten Signature]*  
*[Handwritten Date: 1/2/14]*



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

- 2.2.4. Steps to be taken to increase awareness and utilization of the pilot juvenile court diversion programs.
- 2.2.5. Contact to be conducted by telephone, e-mail or in person with local police departments, State Police, Sheriffs' Departments, prosecutors and/or judges to extract information regarding juvenile court diversion programs currently in place.
- 2.2.6. Outreach activities that will be conducted by telephone, e-mail, or in-person with local police departments, State Police, Sheriffs' Departments, prosecutors and/or judges to share information regarding court diversion programs.
- 2.3. The Contractor shall ensure each pilot JCDP develops a plan to approach law enforcement organizations within their respective regions that can refer youth to local juvenile court diversion programs. The plan shall include, but not be limited to:
  - 2.3.1. A communications plan that identifies the method and frequency of contact with law enforcement officials who have decision making authority.
  - 2.3.2. A meeting plan that includes agendas, written minutes and methods of distributing minutes from meetings.
  - 2.3.3. An outcomes plan that establishes the goals for each meeting.
- 2.4. The Contractor shall ensure each pilot JCDP provides updates to Juvenile Probation and Parole Officers and DCYF Child Protective Service Workers, in writing, of local juvenile court diversion programs available to eligible youth within their respective regions.
- 2.5. The Contractor shall ensure each pilot JCDP has established policies, procedures and protocols to:
  - 2.5.1. Accept referrals from the law enforcement and judicial system communities for juvenile court diversion services.
  - 2.5.2. Screen each youth to determine juvenile court diversion eligibility by ensuring the youth:
    - 2.5.2.1. Is under the age of eighteen at the time of arrest.
    - 2.5.2.2. Has no previous arrest record.
    - 2.5.2.3. Does not have an open delinquency case in New Hampshire.
  - 2.5.3. Conduct intake interviews with eligible youth and their parents or guardians to identify issues relating to:
    - 2.5.3.1. The arrest.
    - 2.5.3.2. Their performance at home.

*[Handwritten Signature]*  
11/15/14





New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

- 2.5.3.3. Their performance in school.
- 2.5.3.4. Their performance in the community.
- 2.5.4. Assess youth for mental health issues or substance misuse and make appropriate referrals to qualified providers who can deliver the appropriate level of intervention and/or treatment necessary.
- 2.5.5. Develop contracts of consequences for each youth based on his/her individual needs using a strengths-based focus and restorative justice principles that include group education sessions, as appropriate.
- 2.5.6. Conduct group education sessions for youth eligible for juvenile court diversion services, as needed, to address behavioral concerns discovered during intake.
- 2.5.7. Monitor each youth's progress toward meeting contract goals over a period of time not to exceed six (6) months.
- 2.5.8. Communicate with the appropriate referral source in when the following circumstances apply:
  - 2.5.8.1. A youth has successfully completed a juvenile court diversion program.
  - 2.5.8.2. Upon early termination from the juvenile court diversion program.
- 2.6. The Contractor shall comply and participate with all technical assistance and evaluation protocols, which must include, but are not limited to:
  - 2.6.1. Monitoring juvenile court diversion programs to ensure tracking of the number and nature of juvenile arrests as well as basic demographic information of youth referred to juvenile court diversion programs. The Contractor shall:
    - 2.6.1.1. Assist juvenile court diversion programs with reporting information to the Community Health Institute to ensure youth are being appropriately referred.
    - 2.6.1.2. Ensure juvenile court diversion programs collect data that includes, but is not limited to:
      - 2.6.1.2.1. The number of youth arrested for a substance-related offense.
      - 2.6.1.2.2. The percentage of youth who screen positive for mental health.
      - 2.6.1.2.3. The percentage of youth who screen positive for substance misuse.

07/20/18  
[Signature]



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

- 2.6.2. Scheduling and conducting quarterly site visits either in person or via conference calls with each pilot JCDP.
- 2.6.3. Scheduling and conducting an annual joint site visit, which shall be conducted with the Department and the Contractor at each pilot JCDP.
- 2.6.4. Facilitating communication between local juvenile court diversion programs and the CHI to increase program capacity and the number of youth served.
- 2.7. The Contractor shall work to ensure pilot JCDPs attain accreditation based on the standards approved by Administrative Judge of the Judicial Branch Family Division. The Contractor shall ensure JCDPs and services:
  - 2.7.1. Demonstrate evidence of community involvement in their juvenile court diversion process.
  - 2.7.2. Demonstrate evidence that they have working relationships with local police and schools.
  - 2.7.3. Maintain regularly updated schedule of fees for the services they provide.
  - 2.7.4. Maintain an annual operating budget that is approved by its governing body.
  - 2.7.5. Maintain a liability insurance policy that covers its governing body, employees, volunteers, and diversion related programs.
  - 2.7.6. Continually evaluate programing effectiveness.
  - 2.7.7. Maintain a database or filing system for all active and closed juvenile diversion cases.
  - 2.7.8. Follow all laws regarding the privacy, storage and destruction of client records.
- 2.8. The Contractor shall ensure pilot juvenile court diversion programs maintain minimum written documentation and guidelines that include, but are not limited to:
  - 2.8.1. Written juvenile court diversion program referral process.
  - 2.8.2. Written eligibility guidelines for participation in court diversion.
  - 2.8.3. Diversion participation agreement form.
  - 2.8.4. Confidential release of information form.
  - 2.8.5. Diversion intake or screening/information form.
  - 2.8.6. Signed juvenile court diversion contracts on file that incorporate restorative justice principles for each participant.

*Neil*  
4/28/19



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

- 2.8.7. Community service opportunities available to juveniles participating in juvenile court diversion.
- 2.8.8. Educational resources to educate juvenile participants misusing drugs and alcohol.
- 2.8.9. Documentation of all contact with participants, parents or others involved with the juvenile court diversion process.
- 2.8.10. A written process for exiting participants from the program upon completion of contract obligations.
- 2.8.11. One copy of each closing/completion letter is sent to participants.
- 2.8.12. One copy of written notice of completion that is sent to all referral sources.
- 2.8.13. A written list of community resources available to children and their families.

**3. Reporting Requirements**

- 3.1. The Contractor shall provide to the Department a monthly report within twenty (20) working days of the end of the following month (e.g. July data will be entered fully by the 20th working day in August). All data must be in the aggregate and deidentified.
- 3.2. The Contractor shall submit a year-end report that includes, but is not limited to:
  - 3.2.1. Detailed activities conducted to assist pilot JCDPs with attaining accreditation.
  - 3.2.2. Identification of barriers experienced by each pilot JCDP to attain accreditation.
  - 3.2.3. Recommendations for addressing barriers when providing Juvenile Court Diversion Accreditation Services to other areas of the State.
  - 3.2.4. The number of youth that were eligible for juvenile court diversion programs, by demographic information collected in P-WITS and the number of youth that did not complete juvenile court diversion programs and the reasons for non-completion.

**4. Minimum Performance Standards**

- 4.1. The Contractor shall ensure 80% of youth entering the Juvenile Court Diversion Program in the piloted regions complete the pilot juvenile court diversion program in which the youth enrolled.

*[Handwritten Signature]*  
*[Handwritten Date: 7/27/18]*



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

**5. Requirements of Delivery of Services**

- 5.1. The Contractor shall provide documented proof that the self-assessments in are completed by each pilot Juvenile Court Diversion Program (JCDP), no later than June 30, 2020.
- 5.2. The Contractor shall provide a copy of each accreditation plan to the Department within thirty (30) of each pilot JCDP completing the self-assessment described in Subsection 2.2.2.
- 5.3. The Contractor shall provide a copy of each pilot JCDP plan to approach law enforcement organizations, as described in Subsection 2.3, to the Department no later than sixty (60) days from the sub-contract effective date.
- 5.4. The Contractor shall schedule a minimum of one (1) site visit to each pilot JCDP as described in Subsection 2.6.2, per quarter, for a total of a minimum of twelve (12) site visits over the course of the contract.
- 5.5. The Contractor shall identify a minimum of three (3) pilot regions, statewide, no later than January 20, 2020.
- 5.6. The Contractor shall assist with establishing a maximum of one (1) accredited pilot JCDPs in each region by June 30, 2020.

**6. Liquidated Damages**

- 6.1. The Contractor and the Department agree that the Web Information Technology System (WITS) shall be the source of record with data polls taking place on the twenty (20th) day of the month.
- 6.2. The Contractor and the Department agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event the vendor fails to maintain the required performance standards in Section 4, Minimum Performance Standards, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified below are reasonable.
- 6.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 6.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed, the Department shall notify the Contractor as specified in Section 7, Notifications and Remedies for Liquidated Damages, below.
- 6.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 7,

*[Handwritten Signature]*  
*[Handwritten Date: 1/28/18]*



**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services**

**Exhibit A-2 Amendment #2**

Notifications and Remedies for Liquidated Damages, for review and approval prior to implementation of the corrective action plan.

- 6.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 4, Minimum Performance Standards, shall result in liquidated damages as specified in Section 7, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 6.7. The remedies specified in Section 7, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 6.8. Liquidated damages in the amount of \$500 per month for failure to meet the performance measures identified in Section 4, Minimum Performance Measures.
- 6.9. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8, Price Limitation.

**7. Notifications and Remedies for Liquidated Damages.**

- 7.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 7.1.1. A citation to the Contract provision violated.
  - 7.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 7.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 7.1.4. A request for a Corrective Action Plan.
  - 7.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 7.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 7.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or

NCV  
10/20/19



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Accreditation Services

Exhibit A-2 Amendment #2

decision and request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.

- 7.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.
- 7.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
- 7.2.3. The Director shall provide written notice of the time, format and location of the presentation.
- 7.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation.
- 7.2.5. The Director may appoint a designee to hear and determine the matter.

**Exhibit B-6 Amendment #2, Budget  
Juvenile Court Diversion Accreditation Services**

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

Contract/Program Name: NH Juvenile Court Diversion Network, Inc.

Budget Request for: Juvenile Court Diversion Accreditation

Budget Period: July 1, 2019 through June 30, 2020

Line Item	Total Program Costs			Contractor Share / Match			Funded by DHS/contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 42,824.00	\$ -	\$ 42,824.00	\$ -	\$ -	\$ -	\$ 42,824.00	\$ -	\$ 42,824.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 780.00	\$ 780.00	\$ -	\$ 780.00	\$ 780.00	\$ -	\$ 780.00	\$ 780.00
6. Travel	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 720.00	\$ 720.00	\$ -	\$ 720.00	\$ 720.00	\$ -	\$ 720.00	\$ 720.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outreach Activities to increase Referrals	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
Early Intervention Services	\$ 150,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ 150,000.00
Evaluation Community Health Initiatives	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
Community Health Initiative	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
Seacoast Region/Coastal Home	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
Stratford County Region/Henningson	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
Central NH Region/CADY Inc.	\$ 13,000.00	\$ -	\$ 13,000.00	\$ -	\$ -	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
13. Other specific details/contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 307,824.00</b>	<b>\$ 3,000.00</b>	<b>\$ 310,824.00</b>	<b>\$ -</b>	<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>	<b>\$ 307,824.00</b>	<b>\$ -</b>	<b>\$ 307,824.00</b>
Indirect As A Percent of Direct		1.0%							



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

MAY 31 '18 at 11:37 DAS 33 max

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-9200 TDD Access: 1-800-735-2964

May 24, 2018

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, Bureau of Drug and Alcohol Services, to exercise a renewal option and amend an existing sole source agreement with the Juvenile Court Diversion Network, Inc. (Vendor #270119) 10 Ferry Street, Suite 333, Concord, NH 03301, for the provision of Juvenile Court Diversion Services for individuals seventeen (17) years of age and younger who have been arrested for a first-time offense, by increasing the price limitation by \$516,848 from \$516,848 to an amount not to exceed \$1,033,696 and extending the completion date from June 30, 2018 to June 30, 2020, effective July 1, 2018 or upon Governor and Executive Council approval whichever is later. 100% Other Funds.

The original contract was approved by the Governor and Executive Council on November 18, 2016 (Item #18).

Funds are available in the following account in State Fiscal Year 2019 and anticipated to be available in State Fiscal Year 2020 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-49-491510-29890000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: DIV FOR BEHAVIOR HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,  
GOVERNOR'S COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class	Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	102-500734	Contracts for Program Svcs	49158504	\$258,424	\$0	\$258,424
2018	102-500734	Contracts for Program Svcs	49158504	\$258,424	\$0	\$258,424
			<b>Sub-Total:</b>	<b>\$516,848</b>	<b>\$0</b>	<b>\$516,848</b>



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

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BEHAVIORAL HEALTH, GOVERNOR'S COMMISSION FUNDS (100% Other Funds).**

Fiscal Year	Class / Account	Class Title	Activity/Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500734	Contracts for Social Svc	92058504	\$0	\$258,424	\$258,424
2020	102-500734	Contracts for Social Svc	92058504	\$0	\$258,424	\$258,424
			<b>Sub-Total:</b>	<b>\$0</b>	<b>\$516,848</b>	<b>\$516,848</b>
			<b>Total:</b>	<b>\$0</b>	<b>\$1,033,696</b>	<b>\$1,033,696</b>

**EXPLANATION**

This is a sole source agreement to provide funding to the Juvenile Court Diversion Network to expand services to its sixteen (16) programs throughout New Hampshire. The Governor's Commission has supported the continuation of these services.

The funds will be utilized to expand outreach to referral sources to increase the number of juveniles referred to the program statewide and to further improve and expand the use of an universally applied Screening, Brief Intervention and Referral to Treatment (SBIRT) program. The programs utilize an evidence-based screening tool that allows staff members to identify juveniles in need of alcohol and/or other drug prevention education or, in some cases, provide referral to community providers for appropriate intervention and treatment.

The purpose of this amendment is to ensure quality juvenile court diversion programs continue to divert first time offending youth who may otherwise be prosecuted through the court system to early intervention services. The vendor will utilize additional funding to enhance the skills and knowledge of staff on SBIRT and restorative justice models within a minimum of sixteen (16) accredited juvenile court diversion programs.

Accredited juvenile court diversion programs have an in-depth screening process for youth and provide education and counseling for parents/guardians. The screening/intake process includes screening for substance use/misuse, mental health issues and other risky behaviors. This agreement will help accredited juvenile court diversion programs in all New Hampshire counties provide uniform evidence-based services for youth referred to an accredited juvenile court diversion program. Early diagnosis and intervention may lead to a decrease in youth alcohol and drug use/misuse and reduce recidivism. In addition to screening, the programs use a restorative justice model that ensures youth are held accountable for their actions and

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

provides participants with the skills necessary to make healthier life decisions and build resiliency to effectively deal with stressors including peer pressure and family dynamics.

As of March 30, 2017, 286 youth were screened using an Evidenced Based Screening, Brief Intervention, and Referral to Treatment tool. Based on that screening, 25% of youth were referred to some level of substance misuse treatment and 38% were referred to mental health treatment. Additionally, the programs had a 93% participant completion rate which resulted in 265 youth being diverted from the juvenile court system for prosecution.

This agreement contains language which allows the Department to extend for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and Governor and Executive Council approval. The Department is satisfied with the services and is requesting approval to exercise the two (2) years of the renewal option that are available.

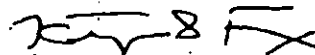
Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council not approve this request, juveniles, statewide, may not have access to important services that could assist them with their substance use issues and/or their parents' substance use issues. This may result in an increase in the number of juvenile cases prosecuted in court.

Area Served: Rockingham, Hillsborough, Cheshire, Merrimack, Strafford, Sullivan, Carroll, Belknap, Grafton and Coos Counties.

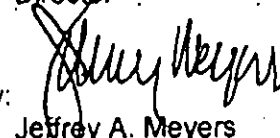
Source of Funds: 100% Other Funds (Liquor Revenue Funds).

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Juvenile Court Diversion Services Contract**

This 1<sup>st</sup> Amendment to the Juvenile Court Diversion Services contract (hereinafter referred to as "Amendment #1") dated this 17<sup>th</sup> day of May 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Juvenile Court Diversion Network, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 10 Ferry Street, Suite 333, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule as well as extend the completion date of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,033,696.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9330.
5. Add Exhibit A Amendment #1 Additional Scope of Services.
6. Delete Exhibit B, Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
7. Add Exhibit B-3 Amendment #1 Budget SFY 2019.
8. Add Exhibit B-4 Amendment #1 Budget SFY 2020.
9. Add Exhibit K DHHS Information Security Requirements.

14-5171a



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire  
Department of Health and Human Services

5/24/18  
Date

[Signature]  
Name: Katya S. FX  
Title: Director

JUVENILE COURT DIVERSION NETWORK, INC.

[Signature]  
Date  
Name: Nick E. Rodler  
Title: NH Juv Ct. Div Network Chair

Acknowledgement of Contractor's signature:

State of NH County of Straford on 5/18/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Gloria Belanger  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/13/20

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



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

OFFICE OF THE ATTORNEY GENERAL

5/29/2018  
Date

[Signature]  
Name: Wahy J. Smith  
Title: Senior Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

[Signature]  
5/29/18

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services

Exhibit A Amendment # 1



**Additional Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. The Vendor shall provide court diversion services for individuals 17 years of age and younger who have been arrested for a first time offense.

**2. Scope of Services**

- 2.1. The Vendor shall provide training to staff on SBIRT within all 17 accredited Juvenile Court Diversion Programs (JCDP) and any new accredited JCDPs, which shall include, but not be limited to:
  - 2.1.1. All training shall include review and instruction in safeguarding the confidentiality of information or records relating to the juveniles in diversion according to state and federal laws;
  - 2.1.2. Conduct educational workshops on the SBIRT (Screening, Brief Intervention, and Referral to Treatment) tool;
  - 2.1.3. Ensure workshops are offered in several areas for ease of attendance and to encompass all accredited JCDP's;
  - 2.1.4. Develop a workshop agenda;
  - 2.1.5. Secure venues for conducting the workshops;
  - 2.1.6. Design an Attendee Registration Form;
  - 2.1.7. Design a Sign-in Sheet and Evaluation Form for attendees to complete and submit at the end of the workshop.
- 2.2. The Vendor shall provide training to staff on the Restorative Justice Model within all 17 accredited JCDP and any new accredited JCDPs, which shall include, but not be limited to:
  - 2.2.1. All training shall include review and instruction in safeguarding the confidentiality of information or records relating to the juveniles in diversion according to state and federal laws;
  - 2.2.2. Conduct educational workshops on the Restorative Justice Model;

Juvenile Court Diversion Network, Inc.

Exhibit A Amendment #1

Contractor Initials

SS-2017-BDAS-03-COURT

Page 1 of 3

Date

*[Handwritten Signature]*  
*[Handwritten Date: 9/17/15]*

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services

Exhibit A Amendment # 1



2.2.3. Ensure workshops are offered in several areas for ease of attendance and to encompass all accredited JCDP's;

2.2.4. Develop a workshop agenda;

2.2.5. Secure venues for conducting the workshops;

2.2.6. Design an Attendee Registration Form;

2.2.7. Design a Sign-in Sheet and Evaluation Form for attendees to complete and submit at the end of the workshop.

2.3. The Vendor shall expand services to under-served communities and support the infrastructure of the network, which shall include, but not be limited to:

2.3.1. Ensuring each JCDP develops and implements a plan to increase awareness and utilization of juvenile court diversion programs;

2.3.2. Planning outreach activities at least quarterly that may include, but are not limited to:

2.3.2.1. Group presentations;

2.3.2.2. One-on-one meetings;

2.3.2.3. Distribution of information in a variety of methods including but not limited to e-mail and telephone.

2.3.3. Identifying goals and outcomes resulting from outreach activities, which may include but are not limited to:

2.3.3.1. Introducing programs to new referral sources or under-utilized referral sources;

2.3.3.2. Increasing number of referrals already being sent by a referral source;

2.3.3.3. Developing relationships with local government officials.

### 3. Minimum Performance Requirements

3.1. The Vendor shall ensure eighty percent (80%) of youth entering the Juvenile Court Diversion Programs complete the program in which the youth enrolled.

### 4. Deliverables

4.1. The Contractor shall submit the workshop agenda to the Department for approval within ten (10) days of the effective date of this contract.

4.2. The Contractor shall submit all items related to the workshop to the Department for approval thirty (30) days prior to the workshop.

4.3. The Contractor shall provide each JCDP outreach plan (Section 2.3, Scope of Work), within sixty (60) days of the effective date of this agreement.

4.4. The Contractor shall provide a copy of the selected evidenced based SBIRT tool (Section 2.1, Scope of Work) within ten (10) days of its selection.

*[Handwritten Signature]*

*[Handwritten Date: 9/18/18]*

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services

Exhibit A Amendment # 1



- 
- 4.5. The Contractor shall submit established training protocols for administering the SBIRT tool (Section 2.1 Scope of Work) to the Department within sixty (60) days of their establishment.
  - 4.6. The Contractor shall provide documented proof that all JCDP staff has been trained in the SBIRT tool within ten (10) days of the training date.
  - 4.7. The Contractor shall provide a copy of each JCDP's improvement plan based on the NH SBIRT Juvenile Court Diversion Playbook guidelines within sixty (60) days of the assessment.
  - 4.8. The Contractor shall provide a copy of each subcontract executed by a JCDP to the Department within five (5) days of the subcontract being executed by both parties.

ACW  
8/18/18



New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services  
Exhibit B Amendment #1



**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% Other Funds from Governor's Commission Funds.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, in accordance with the budgets in Exhibit B-1 Budget, Exhibit B-2 Budget, Exhibit B-3 Budget, and Exhibit B-4 Budget, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. Authorized expenses shall be those expenses in Exhibits B-1 Budget, B-2 Budget, Exhibit B-3 Budget and Exhibit B-4 Budget.
  - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Jill.Burke@dhhs.nh.gov](mailto:Jill.Burke@dhhs.nh.gov), or invoices may be mailed to:  
  
Jill Burke  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the Contract Completion Date, Block 1.7 of the Form P-37, General Provisions.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments of related budget exhibits within the price limitation, can be made by written agreement of both parties without obtaining further approval of the Governor and Executive Council.

*[Handwritten Signature]*  
9/18/18

**EXHIBIT B-3 AMENDMENT #1 BUDGET**

New Hampshire Department of Health and Human Services				
Bidder/Contractor Name: <u>Juvenile Court Diversion Network, Inc.</u>				
Budget Request for: <u>Amendment #1 SS-2017-BDAS-03-COURT</u> (Name of RFP)				
Budget Period: <u>SFY 2019</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 37,424.00	\$ -	\$ 37,424.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	
Outreach Activities to Increase Referrals	\$ 50,000.00	\$ -	\$ 50,000.00	
Early Identification Services	\$ 156,000.00	\$ -	\$ 156,000.00	
Evaluation Community Health Institute	\$ 15,000.00	\$ -	\$ 15,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 258,424.00</b>	<b>\$ -</b>	<b>\$ 258,424.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-3 Amendment #1 Budget - SFY 2019

Contractor Initials: Hee

Page 1 of 1

Date: 9/15/18

**EXHIBIT B-4 AMENDMENT #1 BUDGET**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Juvenile Court Diversion Network, Inc.Budget Request for: Amendment #1 SS-2017-BDAS-03-COURT  
(Name of RFP)Budget Period: SFY 2020

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 37,424.00	\$ -	\$ 37,424.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	
Outreach Activities to Increase Referrals	\$ 50,000.00	\$ -	\$ 50,000.00	
Early Identification Services	\$ 156,000.00	\$ -	\$ 156,000.00	
Evaluation Community Health Institute	\$ 15,000.00	\$ -	\$ 15,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 258,424.00</b>	<b>\$ -</b>	<b>\$ 258,424.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-4 Amendment #1 Budget - SFY 2020

Contractor Initials: JKDate: 8/10/18

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

NGH  
5/18/18

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

*[Signature]*

8/10/18

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

*[Signature]*  
5/10/18



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

**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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

*NA*  
*9/17/15*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

WBR  
9/9/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

*[Handwritten Signature]*  
*9/18/18*

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

*WAC*

*9/18/18*

B

GHC APPROVED 11/18/16  
OCT 28 2016 12:45 PM Item # 18 macJeffrey A. Meyers  
CommissionerKatja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-9200 TDD Access: 1-800-735-2964

October 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source agreement with the Juvenile Court Diversion Network, Inc. (Vendor #270119) 10 Ferry Street, Suite 333, Concord, NH 03301, for the provision of Juvenile Court Diversion Services for individuals seventeen (17) years of age and younger who have been arrested for a first-time offense, in an amount not to exceed \$518,848 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Funds to support this request are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: DIV FOR BEHAVIOR HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,  
GOVERNOR'S COMMISSION FUNDS (100% Other Funds)

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	102-500734	Contracts for Program Svcs	49158504	\$258,424
2018	102-500734	Contracts for Program Svcs	49158504	\$258,424
			Total:	\$516,848

**EXPLANATION**

This is a sole source agreement due to the passage of Senate Bill 533 on June 24, 2016, which authorized the Governor's Commission on Alcohol and Drug Prevention, Treatment and Recovery, through the Bureau of Drug and Alcohol Services, to provide funding to the Juvenile Court Diversion Network to expand services to its sixteen (16) programs throughout New Hampshire.

The purpose of this agreement is to expand juvenile court diversion services currently being provided in Sullivan and Carroll counties to the other fourteen (14) Juvenile Diversion Programs within New Hampshire, to ensure quality juvenile court diversion programs are available to youth who may otherwise be prosecuted through the court system. Accredited

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 2 of 2

juvenile court diversion programs have an in-depth screening process for youth and their parents/guardians. The screening/intake process includes screening for substance use/misuse, mental health issues and other risky behaviors. This agreement will help accredited juvenile court diversion programs in all New Hampshire counties provide uniform evidence-based services for youth involved in the juvenile justice system. Early diagnosis and intervention may lead to a decrease in youth and parent drug use/misuse and reduce recidivism.

The funds will be utilized to expand outreach to referral sources to increase the number of juveniles referred to the program statewide and to develop, and universally implement, a Screening, Brief Intervention and Referral to Treatment (SBIRT) program. The programs will implement a uniform evidence-based screening tool that will allow programs to identify juveniles early on in need of alcohol and/or other drug prevention education and counseling or referral to community providers to appropriate intervention and treatment.

By expanding services to include all sixteen (16) programs, more juveniles will receive early intervention that will provide them with accountability for their actions and skills to make healthier life decisions and build resiliency to effectively deal with stressors including family dynamics. According to a three-year study of juveniles who successfully completed the program, conducted by John Snow Industries in 2014, 70% of youth who successfully completed the program did not re-offend within their first year and 60% did not re-offend in their third year. The study will be repeated this year.

This agreement contains language which allows the Department to extend for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, only youth in Carroll and Sullivan counties would have access to accredited juvenile court diversion programs. The juveniles in other New Hampshire counties may not have access to important services that could assist them with their substance use issues and/or their parents' substance use issues. This may result in an increase in the number of cases prosecuted in court.

Area Served: Rockingham, Hillsborough, Cheshire, Merrimack, Strafford, Belknap, Grafton and Coos Counties


Source of Funds: 100% Other Funds (Liquor Revenue Funds).

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

FORM NUMBER P-37 (version 5/8/15)

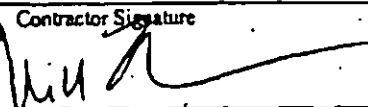
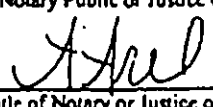
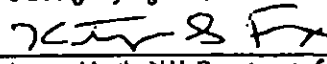

Subject: Juvenile Court Diversion Services (SS-2017-BDAS-01-COURT)

**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 Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Juvenile Court Diversion Network, Inc.		1.4 Contractor Address 10 Ferry Street, Suite 333 Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-9540 Ext. 104	1.6 Account Number 05-95-49-491510-29890000-102-500734	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$516,848
1.9 Contracting Officer for State Agency Eric D. Borin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nicole Rodier, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>October 3, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>April Axel Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katya S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Michael A. Viner - Attorney 10/26/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL**

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

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



Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services

Exhibit A



**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, youth are individuals under 18 years of age.
- 1.4. The Contractor shall ensure Juvenile Court Diversion Programs and Services:
  - 1.4.1. Demonstrate evidence of community involvement in their juvenile court diversion process.
  - 1.4.2. Demonstrate evidence that they have working relationships with local police and schools.
  - 1.4.3. Maintain regularly updated schedule of fees for the services they provide.
  - 1.4.4. Maintain an annual operating budget that is approved by its governing body.
  - 1.4.5. Maintain a liability insurance policy that covers its governing body, employees, volunteers, and diversion related programs.
  - 1.4.6. Continually evaluate programing effectiveness.
  - 1.4.7. Maintain a data base or filing system for all active and closed juvenile diversion cases.
  - 1.4.8. Follow all laws regarding the privacy, storage and destruction of client records.

**2. Scope of Work**

- 2.1. The Contractor shall ensure Juvenile Court Diversion Programs maintain written documentation and guidelines that include, but are not limited to:
  - 2.1.1. Written juvenile court diversion program referral process;
  - 2.1.2. Written eligibility guidelines for participation in court diversion;
  - 2.1.3. Diversion participation agreement form;

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New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



Exhibit A

- 2.1.4. Confidential release of information form;
- 2.1.5. Diversion intake or screening/information form;
- 2.1.6. Signed juvenile court diversion contracts on file that incorporate restorative justice principles for each participant;
- 2.1.7. Community service opportunities available to juveniles participating in juvenile court diversion;
- 2.1.8. Educational resources to educate juvenile participants misusing drugs and alcohol;
- 2.1.9. Documentation of all contact with participants, parents or others involved with the juvenile court diversion process;
- 2.1.10. Written process for exiting participants from the program upon completion of contract obligations;
- 2.1.11. One copy of each closing/completion letter sent to participants;
- 2.1.12. One copy of written notice of completion sent to all referral sources; and
- 2.1.13. Written list of community resources available to children and their families.
- 2.2. The Contractor shall ensure each Juvenile Court Diversion Program (JCDP) develops and implements an outreach plan to increase awareness and utilization of juvenile court diversion programs from a variety of referral sources.
- 2.3. The Contractor shall provide technical assistance to each JCDP on how to develop an outreach plan, which includes, but is not limited to:
  - 2.3.1. Producing new outreach materials that include the incorporation of new evaluation data that illustrates diversion program effectiveness in preventing recidivism;
  - 2.3.2. Planning quarterly outreach activities that may include, but are not limited to:
    - 2.3.2.1. Group presentations.
    - 2.3.2.2. One-on-one meetings.
    - 2.3.2.3. Distribution of information in a variety of methods including but not limited to e-mail and telephone.
  - 2.3.3. Identifying goals and outcomes resulting from outreach activities, which may include but are not limited to:
    - 2.3.3.1. Introducing programs to new referral sources or under-utilized referral sources.

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



Exhibit A

- 2.3.3.2. Increasing number of referrals already being sent by a referral source.
- 2.3.3.3. Developing relationships with local government officials.
- 2.4. The Contractor shall conduct a workshop on effective methods to engage stakeholders for all JCDPs to build awareness of the value of the JCDPs in order to increase the number of juveniles that can benefit from an accredited Juvenile Court Diversion Program. The Contractor shall:
  - 2.4.1. Ensure the workshop addresses effective methods to engage stakeholders and government officials, which may include but are not limited to:
    - 2.4.1.1. Telephone contacts;
    - 2.4.1.2. Emails
    - 2.4.1.3. One-on-one meetings.
    - 2.4.1.4. Group presentation for program directors of each JCDP;
  - 2.4.2. Develop workshop agenda;
  - 2.4.3. Submit workshop agenda to the Department for approval;
  - 2.4.4. Secure venue for conducting the workshop;
  - 2.4.5. Design Attendee Registration Form;
  - 2.4.6. Coordinate Attendee Registrations.
  - 2.4.7. Design a sign-in sheet and evaluation form for attendees to complete at the workshop
  - 2.4.8. Submit all items related to the workshop to the Department for approval.
  - 2.4.9. Facilitate workshop activities that includes but not limited to:
    - 2.4.9.1. Pre-registration activities;
    - 2.4.9.2. Outreach, registration; and
    - 2.4.9.3. Evaluation of the workshop.
- 2.5. The Contractor shall ensure each JCDP utilizes a universally applied evidenced based screening tool for early identification of substance misuse and/or mental health issues of each youth referred to the program. The Contractor shall:

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New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



Exhibit A

- 2.5.1. Train each JCDP staff conducting screenings on the use of the Screening Brief Intervention and Referral to Treatment (SBIRT) tool.
- 2.5.2. Provide the evidence-based SBIRT tool that will be used by each JCDP to the Department.
- 2.5.3. Submit training protocols for administering the SBIRT tool to the Department.
- 2.6. The Contractor shall ensure each JCDP completes an internal assessment of program practices using the NH SBIRT Playbook for Juvenile Court Diversion in order to identify areas of improvement in program, policies and practices. The Contractor shall:
  - 2.6.1. Provide technical assistance to each JCDP on how to assess program practices.
  - 2.6.2. Provide technical assistance to each JCDP, as needed, to develop a plan to improve programs, policies and practices.
  - 2.6.3. Ensure all improvement plans are submitted to the Department.
- 2.7. The Contractor shall ensure each JCDP establishes policies, procedures and protocols that are informed by the improvement plan in Section 2.6.2 in order to:
  - 2.7.1. Accept referrals from the law enforcement and judicial system communities for juvenile court diversion services.
  - 2.7.2. Screen each youth to determine juvenile court diversion eligibility by ensuring each youth:
    - 2.7.2.1. Is less than (18) years of age at the time of arrest;
    - 2.7.2.2. Has no previous arrest record; and
    - 2.7.2.3. Does not have an open delinquency case in New Hampshire.
  - 2.7.3. Conduct intake interviews with eligible youth and their parents or guardians to identify issues relating to:
    - 2.7.3.1. The arrest;
    - 2.7.3.2. Their performance at home;
    - 2.7.3.3. Their performance in school; and
    - 2.7.3.4. Their performance in the community.
  - 2.7.4. Assess youth for mental health issues or substance misuse and make appropriate referrals to qualified providers who can deliver the appropriate level of intervention and/or treatment necessary.

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



Exhibit A

- 2.7.5. Develop contracts of consequences for each youth based on his/her individual needs using a strengths-based focus and restorative justice principles that include group education sessions, as appropriate.
- 2.7.6. Conduct group education sessions for youth eligible for juvenile court diversion services, as needed, to address behavioral concerns discovered during the intake.
- 2.7.7. Monitor each youth's progress toward meeting contract goals over a period of time not to exceed six (6) months.
- 2.7.8. Communicate with the appropriate referral source, as appropriate:
  - 2.7.8.1. When a youth has successfully completed a Juvenile Court Diversion Program.
  - 2.7.8.2. Upon early termination from the juvenile court diversion program including the reason for early termination.
- 2.8. The Contractor shall monitor JCDPs to ensure information regarding the number and nature of juvenile arrests is captured in addition to basic demographic information of youth referred to Juvenile Court Diversion Programs. The Contractor shall ensure JCDPs:
  - 2.8.1. Have the ability to determine if youth are being appropriately referred.
  - 2.8.2. Collect data that includes, but is not limited to:
    - 2.8.2.1. The number of youth arrested for a substance-related offense;
    - 2.8.2.2. The number of youth that report using substances; and
    - 2.8.2.3. The number of youth that report family members using illegal substances in the home.
  - 2.8.3. Report substance-use data to capture the types of services provided.

**3. Reporting Requirements**

- 3.1. The Contractor shall enter data and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the following month (e.g. July data will be entered fully by the 20th working day in August).

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New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



Exhibit A

- 3.2. The Contractor shall submit quarterly narrative summary reports of contract related activities conducted, which shall include but are not limited to:
  - 3.2.1. Descriptions of activities conducted including but not limited to dates, times, duration and the number of participants in each activity; and
  - 3.2.2. Barriers and challenges experienced by the Contractor during the previous month.
  - 3.2.3. A plan to address barriers and challenges identified in Section 3.2.2 during the following quarter.
- 3.3. The Contractor shall submit an annual year-end report that includes, but is not limited to:
  - 3.3.1. Detailed activities conducted to assist JCDPs;
  - 3.3.2. Identification of barriers experienced by each JCDP; and
  - 3.3.3. Recommendations for addressing barriers when providing Juvenile Court Diversion Program services.
- 3.4. The Contractor shall provide an annual year-end report that includes, but is not limited to:
  - 3.4.1. The number of youth that were eligible for juvenile court diversion programs, by demographic information collected in P-WITS; and
  - 3.4.2. The number of youth that did not complete juvenile court diversion programs and the reasons for non-completion.

**4. Minimum Performance Standards**

- 4.1. The Contractor shall ensure eighty percent (80%) of youth entering the Juvenile Court Diversion Programs complete the Juvenile Court Diversion Program in which the youth enrolled.

**5. Requirements of Delivery of Services**

- 5.1. The Contractor shall submit the workshop agenda to the Department for approval within ten (10) days of the effective date of this contract.
- 5.2. The Contractor shall submit all items related to the workshop to the Department for approval thirty (30) days prior to the workshop.
- 5.3. The Contractor shall provide each JCDP outreach plan (Section 2.2, Scope of Work), within sixty (60) days of the effective date of this agreement.
- 5.4. The Contractor shall provide a copy of the selected evidenced based SBIRT tool (Section 2.5.2) within ten (10) days of its selection.

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New Hampshire Department of Health and Human Services  
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Exhibit A

- 5.5. The Contractor shall submit established training protocols for administering the SBIRT tool (Section 2.5.3) to the Department within sixty (60) days of their establishment.
- 5.6. The Contractor shall provide documented proof that all JCDP staff has been trained in the SBIRT tool within ten (10) days of the training date.
- 5.7. The Contractor shall provide a copy of each JCDP's improvement plan based on the NH SBIRT Juvenile Court Diversion Playbook guidelines within sixty (60) days of the assessment.
- 5.8. The Contractor shall provide a copy of each subcontract executed by a JCDP to the Department within five (5) days of the subcontract being executed by both parties.

**6. Liquidated Damages**

- 6.1. The Contractor agrees that the Web Information Technology System (WITS) shall be the source of record with data polls taking place on the tenth (10th) day of the month, beginning with December 10, 2016.
- 6.2. The Contractor agrees that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required performance standards in Section 4, Minimum Performance Standards, throughout the life of the contract. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages. Therefore, the Contractor agrees that the liquidated damages as specified in the sections below are reasonable.
- 6.3. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 6.4. The Department shall make all assessments of liquidated damages. Should the Department determine that liquidated damages may, or will be assessed; the Department shall notify the Contractor as specified in Section 7, Notifications and Remedies for Liquidated Damages, below.
- 6.5. The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in Section 7, Notifications and Remedies for Liquidated Damages, for review and approval prior to implementation of the corrective action plan.
- 6.6. The Contractor agrees that as determined by the Department, failure to provide services that meet the performance standards in Section 4, Minimum Performance Standards, shall result in liquidated damages as

*[Handwritten Signature]*  
10-3-16

New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services

Exhibit A



specified in Section 7, Notifications and Remedies for Liquidated Damages. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

- 6.7. The remedies specified in Section 7, Notifications and Remedies for Liquidated Damages, shall apply until the failure is cured or resulting dispute is resolved in the Contractor's favor.
- 6.8. Liquidated damages shall be in the amount of five hundred dollars (\$500) per month for failure to meet the Minimum Performance Standards identified in Section 4.
- 6.9. The amount of liquidated damages assessed by the Department to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8, Price Limitation.

**7. Notifications and Remedies for Liquidated Damages**

- 7.1. Prior to the imposition of liquidated damages or any other remedies under this Contract, including termination for breach, the Department shall issue written notice of remedies that shall include, as applicable:
  - 7.1.1. A citation to the Contract provision violated.
  - 7.1.2. The remedies to be applied and the date the remedies shall be imposed.
  - 7.1.3. The basis for the Department's determination that the remedies shall be imposed.
  - 7.1.4. A request for a Corrective Action Plan.
  - 7.1.5. The timeframe and procedure for the Contractor to dispute the Department's determination. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
  - 7.1.6. If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 7.2. In connection with any action taken or decision made by the Department with respect to this Contract, within ninety (90) days following the action or decisions, the Contractor may protest such action or decision by the delivery of a notice of protest to the Department and by which the Contractor may protest said action or decision and/or request an informal hearing with the Director of the Bureau of Drug and Alcohol Services.
  - 7.2.1. The Contractor shall provide the Department with an explanation of its position protesting the Department's action or decision.

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New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services



Exhibit A

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- 7.2.2. The Director shall determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issues. It is understood that the presentation and discussion of the disputed issues will be informal in nature.
  - 7.2.3. The Director shall provide written notice of the time, format and location of the presentation.
  - 7.2.4. At the conclusion of the presentations, the Director shall consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation.
  - 7.2.5. The Director may appoint a designee to hear and determine the matter.

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**New Hampshire Department of Health and Human Services  
Juvenile Court Diversion Services**



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. This contract is funded with 100% other Liquor Revenue Funds.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37, General Provisions, in accordance with the budgets in Exhibit B-1, Budget and B-2, Budget for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. Authorized expenses shall be those expenses in Exhibits B-1, Budget and B-2, Budget.
  - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 3.4. The invoice shall be submitted by mail or e-mail to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
Jill.Burke@dhhs.nh.gov
4. A final payment request shall be submitted no later than forty (40) days from the Contract Completion Date, Block 1.7 of the Form P-37, General Provisions.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments within Exhibits B-1, Budget or Exhibit B-2, Budget, within the price limitation, can be made by written agreement of both parties without obtaining further approval of the Governor and Executive Council.

## B-1 BUDGET

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIODBidder Name: New Hampshire Juvenile Court Diversion NetworkBudget Request for: Outreach and SBIRT Services  
(Name of RFP)Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,524.00	\$ -	\$ 12,524.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	
A. Outreach activities to increase referrals	\$ 47,500.00	\$ -	\$ 47,500.00	
B. Adopting Evidence-Based Screening	\$ 80,000.00	\$ -	\$ 80,000.00	
C. Early Identification Services	\$ 105,900.00	\$ -	\$ 105,900.00	
D. Evaluation/Community Health Institute	\$ 12,500.00	\$ -	\$ 12,500.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
TOTAL	\$ 258,424.00	\$ -	\$ 258,424.00	

Indirect As A Percent of Direct

0.0%

Initialed  
Date11/16/16  
12-1-16

## B-2 BUDGET

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD.Bidder Name: New Hampshire Juvenile Court Diversion NetworkBudget Request for: Outreach and SBIRT Services  
(Name of RFP)Budget Period: SFY 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Costs
1. Total Salary/Wages	\$ 12,448.00	\$ -	\$ 12,448.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	
A. Outreach activities to increase referrals	\$ 25,000.00	\$ -	\$ 25,000.00	
B. Adopting Evidence-Based Screening	\$ -	\$ -	\$ -	
C. Early Identification Services	\$ 208,476.00	\$ -	\$ 208,476.00	
D. Evaluation/Community Health Institute	\$ 12,500.00	\$ -	\$ 12,500.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
TOTAL	\$ 256,424.00	\$ -	\$ 256,424.00	

Indirect As A Percent of Direct

0.0%

Initials

Date

1/8/16  
10:21/4

New Hampshire Department of Health and Human Services  
Exhibit C



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials

Date 10/3/16

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*[Handwritten Signature]*  
10/3/14



New Hampshire Department of Health and Human Services  
Exhibit C



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

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

Exhibit C - Special Provisions

Contractor Initials

Date 10-3-16

New Hampshire Department of Health and Human Services  
Exhibit C



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

Exhibit C - Special Provisions

Contractor Initials

Date

06/27/14

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*NUAC*  
10/3/14

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Signature]*  
10-31-16

New Hampshire Department of Health and Human Services  
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor 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 GRANTEE 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.

Contractor Name:

10/3/16

Date

Nicole Rodler

Name: Nicole Rodler

Title: Chair

NWR

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

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

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

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

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

Contractor Name:



Name: Nicole LeBlanc  
Title: chair

10-3-16  
Date

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 10-3-16

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*[Handwritten Signature]*  
10-3-16



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


PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

  
Name: Nicole Eddler  
Title: Chair

10-31-16  
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

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

8/77/14  
Rev. 10/21/14

Page 1 of 2

Date

*[Signature]*  
10-3-14

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.

10-3-16  
Date

Contractor Name:

[Signature]  
Name: Nicole Rodier  
Title: Chair

Exhibit G

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

Contractor Initials

[Signature]

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.

10.3.16  
Date

Contractor Name:

[Signature]

Name: Michael L. Lister  
Title: Chair

New Hampshire Department of Health and Human Services



## Exhibit I

### HEALTH INSURANCE PORTABILITY 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.

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Health Insurance Portability Act  
Business Associate Agreement  
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Date

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

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

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

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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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

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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Contractor Initials

Date 10.3.14



New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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*[Handwritten Signature]*

Date 10-3-16

## New Hampshire Department of Health and Human Services



## Exhibit I

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

NH DHHS  
The State  
Katya S Fox  
Signature of Authorized Representative  
Katya S Fox  
Name of Authorized Representative  
Director  
Title of Authorized Representative  
10/11/16  
Date

NH Juvenile Court Division Network  
Name of the Contractor  
Nicole Rodier  
Signature of Authorized Representative  
Nicole Rodier  
Name of Authorized Representative  
Chair  
Title of Authorized Representative  
10-3-16  
Date

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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:

*[Signature]*

Name: *Nicole Rodler*

Title: *Chair*

*10-3-16*

Date

Contractor Initials

*NR*

Date

*10-3-16*

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

1. The DUNS number for your entity is: 07-989-9350
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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