



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

B mac

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964

May 10, 2017

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 to enter into agreements with the vendors listed in the table below for the provision of evidenced informed substance misuse prevention direct services to youth and their parents/caregivers in an amount not to exceed \$635,706 effective upon Governor and Executive Council approval through June 30, 2018. 100% Other Funds.

Vendor	Vendor Number	Area Served	SFY17 Amount	SFY18 Amount	Total Contract Amount
New Hampshire Teen Institute	166624	Statewide	\$107,744	\$220,058	\$327,802
The Upper Room	246053	Rockingham County and surrounding communities	\$36,811	\$90,044	\$126,855
The Youth Council	154886	Nashua North and Nashua South High Schools	\$50,103	\$130,946	\$181,049
Total:			\$194,658	\$441,048	\$635,706

Funds are available for State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budgets with the ability to adjust encumbrance between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office if needed and justified.

05-95-49-491510-2989 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)

SFY	Class/Account	Class Title	Job Number	Amount
2017	102/500731	Contracts for Program Services	49158504	\$194,658
			Sub-total SFY17	\$194,658

05-95-92-920510-3382 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)

SFY	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92058504	\$441,048
			Sub-total SFY18	\$441,048
			Total Contract	\$635,706

EXPLANATION

The purpose of this request is enter into three (3) agreements with vendors who will provide substance misuse prevention direct services to youth and related programming for their parents/caregivers. Targets for this program include youth between the ages of ten (10) and twenty (20) who are at risk for engaging in the misuse of alcohol and illicit use of drugs. Risk factors include youth experiencing poor academic performance or behavioral problems at school or that have dropped out of school, that are involved with the juvenile justice system, as well children whose parents/caregivers are engaged in the active misuse of alcohol and or illicit drugs.

The opioid epidemic in New Hampshire led to the passage of Senate Bill 533 (2016) making additional resources available to the Governor’s Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery. The Commission identified a portion of the funding allocated under SB 533 for prevention direct services that target youth, such as those proposed in this request.

The goal of these contracted prevention programs is to delay of the onset and use of alcohol and drugs and to increase parental knowledge about the negative effects of substance misuse has on their child, improving parental knowledge and communication skills and to increase parental monitoring of their children’s behavior and activities. These programs promote positive youth development with the goal of preventing and reducing the misuse of alcohol, marijuana, prescription drugs and opioids.

Each vendor has chosen an approved evidenced informed program(s) that includes education and counseling, as well as information on healthy activities that can be developed as alternatives to engaging in the misuse of alcohol and drugs and other risky behaviors. Programming includes individual or group education and awareness about the serious and sometimes deadly consequence of substance misuse and to help students acquire the skills necessary to resist negative peer pressure for using alcohol or other drugs, their engagement in the development and promotion of alternative social activities and to assist participating youth in developing other mechanisms for coping with stressful circumstances in their life at home or at school. These programs also involve parents and promote improved communication within the family about this topic.

All vendors providing direct prevention services through these contracts are required to establish ongoing working collaborative relationships with community based organizations including, health and social service agencies and schools, as well as the Regional Public Health Network in their area. The contractors are also required to conduct outreach to youth and their parents/caregivers to make them aware of these services and how to access them.

The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and the related consequences.

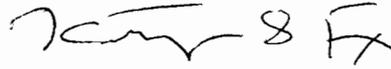
Should the Governor and Executive Council not approve this request, approximately 4,000 youth who are at high risk for developing a substance misuse disorder will be not have access to comprehensive substance misuse prevention services.

Area Served: Statewide

Source of Funds: 100% Other Funds

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

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

Substance Misuse Prevention Direct Services

RFP Name

RFP-2017-BDAS-01-Subst

RFP Number

Bidder Name

1. NH Teen Institute
2. The Upper Room
3. The Youth Council
4. 0
5. 0

Maximum Points	Actual Points
400	347
400	330
400	336
400	0
400	0

Reviewer Names

1. Anne Mercuri, Child & Maternal Health, Tech Team
2. Abby Shockley, Behavioral Health Policy Analyst, Tech
3. Neil Twitchell, Public Health Administrator, Tech Team
4. Valerie Morgan, Prevention Unit Administrator, Tech Team
5. Jim Dall, Sr. Finance Director, Div of Behavioral Health, Cost
6. Steve Kiander, Financial Administrator, OCOM, Cost
- 7.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 18, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contracts with the vendors listed in the table below and referenced as DoIT No. 2017-093.

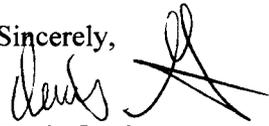
Vendor	Vendor Number	Location
New Hampshire Teen Institute	TBD	Nashua, NH
The Upper Room	246053	Derry, NH
The Youth Council	154886	Nashua, NH

The Department of Health and Human Services, Bureau of Drug and Alcohol Services requests to execute three (3) contracts with the above selected vendors to provide evidenced informed substance misuse prevention services. The Department's goal is that through these contracts and other complementary strategies, the State of New Hampshire will experience a reduction in drug misuse prevalence rates among youth and related consequences.

The total funding amount of the contract is not to exceed \$635,706, and is effective upon the date of Governor and Executive Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,



Denis Goulet

DG/kaf
DoIT #2017-093
cc: Bruce Smith, IT Manager, DoIT

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-1 (NH Teen Institute)

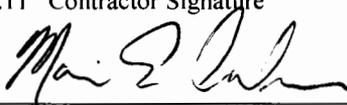
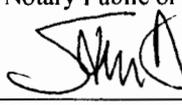
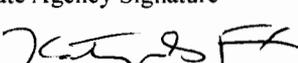
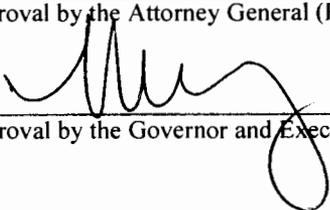
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

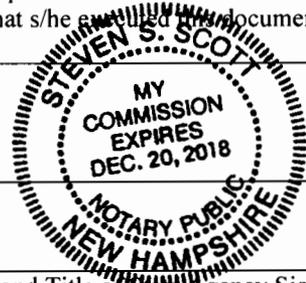
AGREEMENT

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 and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name New Hampshire Teen Institute		1.4 Contractor Address 180 Bridge Street, 1 st Floor Manchester, NH 03104	
1.5 Contractor Phone Number 603-545-7341	1.6 Account Number 05-92-920510-33820000	1.7 Completion Date June 30, 2018	1.8 Price Limitation 327,801.79
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marissa E. Carlson, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>April 21, 2017</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 <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">[Seal]</div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>STEVEN SCOTT</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>Megan A. Ysede - Attorney</u> <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-1 (NH Teen Institute)

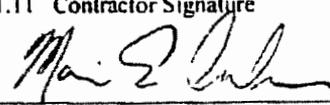
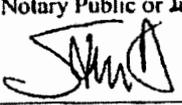
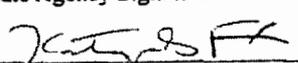
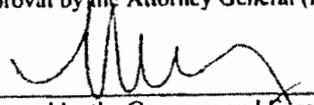
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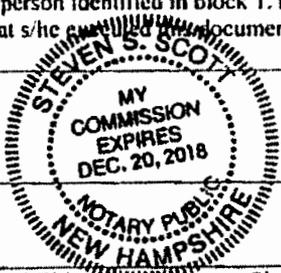
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1.5 Contractor Phone Number 603-545-7341	1.6 Account Number <i>NEC</i> 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation 327,801.79
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
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1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>April 21, 2017</i> , 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 STEVEN SCOTT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fox, Director	
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: <i>Megan A. Yoder Attorney 5/26/17</i>			
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

Contractor Initials WEC
Date 4/21/17

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.

Contractor Initials MC
Date 4/21/17



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. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.



Exhibit A

2.2. Outreach Plan

- 2.2.1. The Contractor shall develop and implement an outreach plan to increase awareness of the New Hampshire Teen Institute Programs and Services with a focus on targeting youth of higher risk of developing a substance use disorder specifically those in the IOM category of selective and indicated. The outreach plan for each program shall include, but not be limited to:
- 2.2.1.1. The production of new outreach materials that includes the incorporation of the focus on youth at high risk;
 - 2.2.1.2. The number, frequency and type (i.e. group presentation, one-on-one meetings, emails, telephone, outreach material distribution) of outreach activities planned per quarter; and
 - 2.2.1.3. The goals and outcomes desired to achieve through outreach activities per referral source (i.e. introduce program to new referral sources or under-utilized referral sources, increase number of referrals already being sent by a referral source, develop relationship with local government officials).

2.3. Recruitment Strategy

- 2.3.1. The Contractor shall ensure a recruitment strategy that is focused on youth in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder and parents/caregivers of the targeted population. Targeted populations for recruitment includes but is not limited to youth and/or their parents/caregivers involved with the Division of Children, Youth and Families services, youth and/or their parents/caregivers who are homeless, youth at risk of dropping out of school, youth experiencing academic failure, LGBTQ youth, youth with behavioral health issues, youth offenders, youth and/or parents/caregivers with a mental health or substance use disorder, and youth engaging in risky or destructive behaviors.

2.4. Evidence Informed Programming

- 2.4.1. The Contractor shall ensure all programs and services are evidenced informed and culturally relevant, as approved by the Department, with preference given with this funding to youth and their parents/caregivers in the indicated and selective in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder.
- 2.4.2. The Contractor shall work with the Department and its contracted entity to provide training and technical assistance to ensure the core elements of the evidence informed program and services it provides will be implemented with fidelity.
- 2.4.3. The Contractor shall seek approval from the Department on any and all adaptations to the evidences informed program model.
- 2.4.4. The Contractor shall select programs and services that address the following outcome measures:
- 2.4.4.1. Increase perception of risk/harm of the use of substances;
 - 2.4.4.2. Increase the perception of peer and parental disapproval of the use of substances;



Exhibit A

- 2.4.4.3. Increase parental efficacy; and
 - 2.4.4.4. Increase parental communication about the use of substances and parental monitoring.
- 2.5. Summer Leadership Program and Leadership in Prevention Program**
- 2.5.1. The Contractor shall ensure participants enrolled in the Summer Leadership Program and Leadership in Prevention Program receive a universally applied evidenced based screening tool to screen all youth referred to the program for early identification of substance misuse and/or mental health issues. The Contractor shall, at a minimum :
 - 2.5.1.1. Ensure training to each NH Teen Institute staff who shall be conducting the screening in the use of the tool;
 - 2.5.1.2. Submit to the Department the name of the evidence-based screening tool to be used by the NH Teen Institute and the training protocols for staff administering the tool; and
 - 2.5.1.3. Ensure referral to the appropriate community provider or service based on the screening for individuals needing external services.
 - 2.6. The Contractor shall maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.
 - 2.7. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations include, but are not limited to:
 - 2.7.1. Interpreter services;
 - 2.7.2. Materials in a varied format;
 - 2.7.3. Child care or access to affordable child care; and
 - 2.7.4. Transportation or assistance with access to affordable and accessible transportation.
 - 2.8. Program Participation Requirements**
 - 2.8.1. Pursuant to this contract, the Contractor shall serve:
 - 2.8.1.1. A minimum of two-hundred (200) high school students with preference to indicated and selective youth in the Summer Leadership Program;
 - 2.8.1.2. A minimum of seventy-five (75) middle school students with preference to indicated and selective youth in the Leadership in Prevention Program;
 - 2.8.1.3. A minimum of one hundred forty (140) NH Teen Institute Alumni participating in the Advanced Regional Trainings; and
 - 2.8.1.4. A minimum of three hundred (300) parents/caregivers participating in the Staying Connected with Your Teen or other parenting/caregiving education curricula.



Exhibit A

2.9. Participant Survey

- 2.9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.
- 2.9.2. The survey will consist of a pre-post design and the Contractor shall ensure participants who complete the intervention fully complete all components of the survey design.
 - 2.9.2.1. The Department will provide the surveys and instructions.
 - 2.9.2.2. The survey administration process will include the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.
 - 2.9.2.3. The Contractor shall survey a minimum of eighty percent (80%) of program participants.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles and duties as proposed.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
- 3.3. Staff providing direct prevention services shall obtain their certificate as a Certified Prevention Specialist (CPS) within one year of assuming the position.
- 3.4. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first year of employment.
- 3.5. The Contractor shall keep up to date records and documentation of all individuals requiring licenses and/or certifications. All such records will be available to the Department for inspection upon request.
- 3.6. The Contractor shall ensure all direct prevention staff receive appropriate training in their selected evidenced-informed services by an individual authorized by the program developer.

4. Delegation and Subcontractors

4.1. Identification and Approval

- 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
- 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
 - 5.1.1. Increase in perception of harm/risk of the use of substances;



Exhibit A

- 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
- 5.1.3. Increase in parental efficacy; and
- 5.1.4. Increase in parental communication and monitoring.

6. Deliverables/Reporting Requirements

6.1. Deliverables

- 6.1.1. The Contractor shall provide the Department with their outreach plan, as outlined in Section 2.2., within sixty (60) days of the approved contract.
- 6.1.2. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.3. The Contractor shall provide the Department with the name and list of the evidenced informed programs and services it shall provide.
- 6.1.4. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.1. The Contractor shall, within six (6) months of contract approval, secure the statewide locations for youth and parenting programs with a memorandum of agreement (MOA).
- 6.1.2. The Contractor shall participate in up to two (2) collaborative learning sessions to discuss preliminary evaluation findings and gain understanding on how to use and disseminate conclusive data findings as identified by the Department.

6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:
 - 6.2.1.1. Adherence to the Department's requirements as defined in Section 6.0;
 - 6.2.1.2. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
 - 6.2.1.3. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
 - 6.2.1.4. Ensure a seventy-five percent (75%) response rate from participants.
 - 6.2.1.5. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.



Exhibit A

- 6.2.1.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee, the Bureau of Drug and Alcohol Services, and a representative of the Department's contracted entity to provide evaluation and/or training and technical assistance.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
- 6.3.2.1. Systems of governance,
 - 6.3.2.2. Administration,
 - 6.3.2.3. Data collection and submission,
Policies for ensuring participant confidentiality, and
 - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
- 6.3.6.1. Written New Hampshire Teen Institute program recruitment and referral process;
 - 6.3.6.2. Evaluation participation agreement form;
 - 6.3.6.3. Confidential release of information form as necessary;
 - 6.3.6.4. New Hampshire Teen Institute intake or screening/information form;
 - 6.3.6.5. Documentation of contact with participants, parents or others involved with the New Hampshire Teen Institute via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
 - 6.3.6.6. Written list of community resources available to children and their families; and



Exhibit A

6.3.6.7. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.

6.4. Data Storage and Reporting

- 6.4.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 6.4.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's contracted entity to provide evaluation.
- 6.4.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
 - 6.4.3.1. Number of individuals served;
 - 6.4.3.2. Demographics of individuals served;
 - 6.4.3.3. Types of strategies or interventions implemented; and
 - 6.4.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 6.4.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
 - 6.4.4.1. The ability to communicate and submit required reports via email.
 - 6.4.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 6.4.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 6.4.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
- 6.4.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
 - 6.4.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-2 Budget Form
7/1/17 - 6/30/18

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
Bidder/Program Name: NH Teen Institute Budget Request for Substance Misuse Prevention Direct Services (MRFP-2017-BDAS-01-Subel)

Budget Period: FY18 (7/1/17-6/30/18)

1. Total Salary/Wages	\$78,790.40	\$131,214.20	\$4,787.68	\$53,140.88	\$68,437.20	\$8,636.12	\$78,073.32
2. Employee Benefits	\$12,876.00	\$20,470.73	\$0,455.01	\$9,074.16	\$9,057.45	\$1,139.12	\$10,799.57
3. Consultants	\$6,000.00	\$6,000.00	\$-	\$6,000.00	\$-	\$-	\$-
4. Equipment	\$-	\$-	\$-	\$-	\$-	\$-	\$-
5. Rental	\$-	\$-	\$-	\$-	\$-	\$-	\$-
6. Rent and Maintenance	\$-	\$-	\$-	\$-	\$-	\$-	\$-
7. Purchase/Depreciation	\$-	\$-	\$-	\$-	\$-	\$-	\$-
8. Supplies	\$7,500.00	\$7,500.00	\$-	\$-	\$7,500.00	\$-	\$7,500.00
9. Educational	\$-	\$-	\$-	\$-	\$-	\$-	\$-
10. Lab	\$-	\$-	\$-	\$-	\$-	\$-	\$-
11. Pharmacy	\$-	\$-	\$-	\$-	\$-	\$-	\$-
12. Medical	\$-	\$-	\$-	\$-	\$-	\$-	\$-
13. Office	\$1,700.05	\$1,700.05	\$-	\$895.48	\$895.48	\$-	\$895.48
14. Travel	\$6,048.01	\$14,206.25	\$14,200.81	\$5,123.73	\$8,415.31	\$757.20	\$9,172.51
15. Occupancy	\$9,248.24	\$9,000.00	\$6,000.00	\$6,000.00	\$-	\$-	\$-
16. Current Expenses	\$-	\$-	\$-	\$-	\$-	\$-	\$-
17. Telephone	\$1,311.84	\$1,007.76	\$655.92	\$319.00	\$1,147.86	\$-	\$1,147.86
18. Postage	\$320.38	\$381.30	\$54.92	\$112.04	\$289.28	\$-	\$289.28
19. Subscriptions	\$500.00	\$500.00	\$500.00	\$500.00	\$-	\$-	\$-
20. Audit and Legal	\$10,230.00	\$10,230.00	\$5,115.00	\$2,490.00	\$5,115.00	\$-	\$5,115.00
21. Insurance	\$-	\$2,490.00	\$-	\$-	\$2,490.00	\$-	\$-
22. Board Expenses	\$-	\$-	\$-	\$-	\$-	\$-	\$-
23. Software	\$-	\$-	\$-	\$-	\$-	\$-	\$-
24. Marketing/Communications	\$5,912.63	\$5,072.83	\$620.83	\$620.83	\$5,201.80	\$-	\$5,201.80
25. Staff Education and Training	\$3,200.00	\$3,200.00	\$-	\$1,000.00	\$2,200.00	\$-	\$2,200.00
26. Subcontract/Agreements	\$-	\$-	\$-	\$-	\$-	\$-	\$-
27. Other (specify details in methodology)	\$-	\$-	\$-	\$-	\$-	\$-	\$-
28. Summer Leadership Program (2 x 10 participants)	\$88,523.40	\$88,523.40	\$-	\$2,383.28	\$78,130.12	\$-	\$78,130.12
29. Summer Leadership Program (4 x 50 participants)	\$4,545.04	\$4,545.04	\$-	\$4,718.56	\$17,026.48	\$-	\$17,026.48
30. Summer Leadership Program (6 x 14 participants)	\$6,933.60	\$6,933.60	\$-	\$893.60	\$5,489.81	\$-	\$5,489.81
TOTAL	\$254,848.88	\$329,015.78	\$49,234.34	\$109,557.55	\$209,555.77	\$11,532.44	\$229,058.21

MR
4/1/17



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;



- 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.



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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



- 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.



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 Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



- 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: NH Teen Institute

4/21/17
Date


Name: Melissa E. Carlson
Title: Executive Director



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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: NH Teen Institute

4/21/17
Date


Name: Marissa E. Carlson
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: NH Teen Institute

4/21/17
Date


Name: Marissa F. Carlson
Title: Executive Director



**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 WEC

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: NH Tea Institute

4/21/17
Date

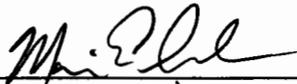

Name: Marissa E. Carlson
Title: 4/21/17

Exhibit G

Contractor Initials MCC

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

Date 4/21/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: NH Teen Institute

9/21/17
Date

M. E. Carlton
Name: Marissa E. Carlton
Title: Executive Director



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.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



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.



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.

_____	<u>KH Teen Institute</u>
The State	Name of the Contractor
<u>Katja S Fox</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Katja S Fox</u>	<u>Marissa E. Carlson</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>5/2/17</u>	<u>4/21/17</u>
Date	Date



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: *NH Teen Institute*

4/21/17
Date


Name: *Mansuet E. Carlson*
Title: *Executive Director*



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: 964835446
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: _____

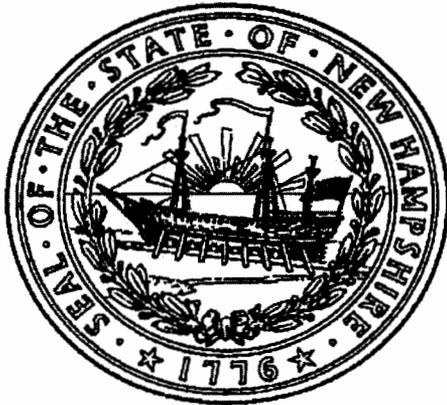
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND OTHER DRUG ABUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1984. 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: **72695**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jocelyn Seager, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NH Teen Institute.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 17, 2017.
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of April, 2017.
(Date Contract Signed)

4. Marissa E. Carlson is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NH

County of Rockingham

The forgoing instrument was acknowledged before me this 21st day of April, 2017.

By Jocelyn Seager
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____



NH Teen Institute

Mission & Vision Statements

Our mission is to empower NH teens to lead healthy lifestyles and create stronger communities through community-focused prevention and leadership workshops.

Our vision is for EVERY teenager to have the opportunity to discover the full capacity of their personal power and create healthier schools and communities.

NH Teen Institute
Balance Sheet
 As of June 30, 2015

	<u>Jun 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
1006 · OCEAN BANK	53,694.11
1015 · PETTY CASH FUND	168.23
Total Checking/Savings	<u>53,862.34</u>
Accounts Receivable	
1200 · Accounts Receivable	12,315.00
Total Accounts Receivable	<u>12,315.00</u>
Other Current Assets	
1120 · ACCTS RECEIVABLE - OTHER	152.00
1160 · PREPAID INSURANCE	490.68
1161 · PREPAID EXPENSES	11,282.67
Total Other Current Assets	<u>11,925.35</u>
Total Current Assets	78,102.69
Fixed Assets	
1500 · EQUIPMENT	4,092.01
1510 · A/D - EQUIPMENT	-4,092.01
Total Fixed Assets	<u>0.00</u>
Other Assets	
1156 · TD AMERITRADE STOCKS	50,217.12
1165 · TD AMERITRADE	585.84
Total Other Assets	<u>50,802.96</u>
TOTAL ASSETS	<u>128,905.65</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	6,318.06
Total Accounts Payable	<u>6,318.06</u>
Other Current Liabilities	
2020 · DEFERRED REVENUE	25,835.00
2101 · Employee FWT	571.00
2102 · Employee SS	367.22
2103 · Employee Medicare	85.88
2104 · MA State Income Withholding	442.30
2105 · Employer SS	367.22
2106 · Employer Medicare	85.88
2107 · Employer NH SUI	656.17
2108 · FUTA	217.00
2200 · ACCRUED WAGES PAYABLE	2,076.48
2201 · ACCRUED PAYROLL TAXES	456.71
2225 · ACCRUED VACATION	3,893.40
Total Other Current Liabilities	<u>35,054.26</u>
Total Current Liabilities	<u>41,372.32</u>
Total Liabilities	41,372.32
Equity	
3900 · Retained Earnings	71,819.96
Net Income	15,713.37
Total Equity	<u>87,533.33</u>
TOTAL LIABILITIES & EQUITY	<u>128,905.65</u>

10:35 PM
 11/11/15
 Accrual Basis

NH Teen Institute
Profit & Loss
 July 2014 through June 2015

	Jul '14 - Jun 15
Ordinary Income/Expense	
Income	
4010 · T-SHIRT SALES	16.00
4020 · PROGRAM SERVICE FEES	
4021 · LIP REVENUE	14,600.00
4022 · SUMMER PROGRAM REVENUE	22,019.80
4025 · SPEAKING & WORKSHOP REVEN...	14,350.00
Total 4020 · PROGRAM SERVICE FEES	50,969.80
4030 · CONTRIBUTIONS	51,664.50
4035 · FUNDRAISING REVENUE	1,622.60
4055 · Private Foundation	27,500.00
4070 · Miscellaneous Income	150.00
Total Income	131,922.90
Expense	
5010 · SALARIES AND WAGES	53,708.08
5020 · PAYROLL TAXES	
5020.01 · PAYROLL TAXES - ADVIS	183.66
5020 · PAYROLL TAXES - Other	6,119.73
Total 5020 · PAYROLL TAXES	6,303.39
5030 · EMPLOYEE BENEFITS	6,025.39
5050 · PROFESSIONAL DEVELOPEMENT	440.00
6010 · PAYROLL FEES	349.00
6015 · BOARD EXPENSE	50.00
6020 · ACCOUNTING & LEGAL	75.00
6030 · PROF CONSULTING	1,200.00
6040 · PROGRAM EXPENSE	
6041 · LIP EXPENSE	12,265.46
6042 · SUMMER PROGRAM EXPENSE	17,321.19
6040 · PROGRAM EXPENSE - Other	2,533.09
Total 6040 · PROGRAM EXPENSE	32,119.74
6050 · MILEAGE	6,078.76
6051 · PARKING & TOLLS	282.00
6060 · CONFERENCES & TRAVEL	148.10
6070 · TELEPHONE	625.01
6080 · POSTAGE	232.04
6090 · SUPPLIES/OFFICE	1,941.01
6115 · WEB DESIGN & MAINTENANCE	90.00
6130 · STAFF TRAINING	180.00
6135 · MARKETING EXPENSE	105.38
6140 · MEALS/FOOD	
6141 · PROGRAM FOOD & FOOD SERVICE	95.24
Total 6140 · MEALS/FOOD	95.24
6160 · INSURANCE	
6161 · INSURANCE-WORKER COMP	1,434.00
6165 · ACCIDENT INSURANCE	624.00
Total 6160 · INSURANCE	2,058.00
6180 · SUBSCRIPTIONS/DUES	150.00
6215 · BANK CHARGES	80.67
6216 · INTEREST EXP	0.00
6220 · ALLOCATED MGT FEE	4,404.00
6230 · MISC FEES	51.84
9900 · FUNDRAISING EXP	205.59
Total Expense	116,998.24
Net Ordinary Income	14,924.66
Other Income/Expense	
Other Income	
7030 · MARKET VALUE ADJUST SECURITIES	-1,447.38
7220 · CAPITAL GAIN ON STOCK	2,113.79

10:35 PM
11/11/15
Accrual Basis

NH Teen Institute
Profit & Loss
July 2014 through June 2015

	<u>Jul '14 - Jun 15</u>
7501 · DIVIDEND INCOME	<u>122.30</u>
Total Other Income	<u>788.71</u>
Net Other Income	<u>788.71</u>
Net Income	<u><u>15,713.37</u></u>

Application for Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**
▶ **Information about Form 8868 and its instructions is at www.irs.gov/form8868.**

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box
- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Electronic filing (e-file). You can electronically file Form 8868 if you need a 3-month automatic extension of time to file (6 months for a corporation required to file Form 990-T), or an additional (not automatic) 3-month extension of time. You can electronically file Form 8868 to request an extension of time to file any of the forms listed in Part I or Part II with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, which must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/efile and click on *e-file for Charities & Nonprofits*.

Part I Automatic 3-Month Extension of Time. Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension—check this box and complete Part I only
All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print <small>File by the due date for filing your return. See instructions.</small>	Enter filer's identifying number, see instructions	
	Name of exempt organization or other filer, see instructions. NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG	Employer identification number (EIN) or 22-2719838
	Number, street, and room or suite no. If a P.O. box, see instructions. 112 WEST PEARL STREET	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. NASHUA, NH 03060	

Enter the Return code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

- The books are in the care of ▶ NICOLLE BOYLE
- Telephone No. ▶ (603) 889-1090 Fax No. ▶ 603-880-0199
- If the organization does not have an office or place of business in the United States, check this box
 - If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____ If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 3-month (6 months for a corporation required to file Form 990-T) extension of time until 2/15/2016, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ calendar year _____ or

▶ tax year beginning 7/1/2014, and ending 6/30/2015

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0

Caution. If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

IRS e-file Signature Authorization for an Exempt Organization

Department of the Treasury
Internal Revenue Service

For calendar year 2014, or fiscal year beginning 7/1, 2014, and ending 6/30, 2015

▶ Do not send to the IRS. Keep for your records.

2014

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

Name of exempt organization

Employer identification number

NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABU

22-2719838

Name and title of officer

LAURENCE C SZETELA

TREASURER

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here	<input type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b	
2a Form 990-EZ check here	<input checked="" type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b	134,159
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here	<input type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Laurence C. Szetela, CPA to enter my PIN 13240 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature

Date

11/11/2015

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

02093413240

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

Date

11/11/15

**ERO Must Retain This Form—See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2014, or fiscal year beginning 7/1, 2014, and ending 6/30, 2015

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.

2014

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

Name of exempt organization

Employer identification number

NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABU

22-2719838

Name and title of officer

LAURENCE C SZETELA

TREASURER

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here ▶ <input type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b _____
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22).	3b _____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ <input checked="" type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b _____ 0

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Laurence C. Szetela, CPA to enter my PIN as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____

Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.**

ERO's signature ▶ _____

Date ▶ 11/11/2015

ERO Must Retain This Form—See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2014, or fiscal year beginning 7/1, 2014, and ending 6/30, 20 15

Department of the Treasury
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**

2014

▶ **Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.**

Name of exempt organization

Employer identification number

NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABU

22-2719838

Name and title of officer

LAURENCE C SZETELA

TREASURER

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a, or 5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, or 5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than 1 line in Part I.

1a Form 990 check here ▶ <input type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b _____
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ <input checked="" type="checkbox"/>	b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b _____ 0

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Laurence C. Szetela, CPA to enter my PIN as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____

Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.**

ERO's signature ▶ _____

Date ▶ 11/11/2015

**ERO Must Retain This Form—See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

Short Form Return of Organization Exempt From Income Tax

2014

Open to Public Inspection

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.

▶ Information about Form 990-EZ and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

A For the 2014 calendar year, or tax year beginning <u>7/1/2014</u> , and ending <u>6/30/2015</u>													
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND</td> <td>D Employer identification number <u>22-2719838</u></td> </tr> <tr> <td colspan="2">Number and street (or P.O. box, if mail is not delivered to street address) Room/suite <u>112 WEST PEARL STREET</u></td> <td>E Telephone number <u>(603) 889-1090</u></td> </tr> <tr> <td>City or town State ZIP code <u>NASHUA NH 03060</u></td> <td colspan="2">F Group Exemption Number ▶</td> </tr> <tr> <td>Foreign country name Foreign province/state/county Foreign postal code</td> <td colspan="2"></td> </tr> </table>	C Name of organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND		D Employer identification number <u>22-2719838</u>	Number and street (or P.O. box, if mail is not delivered to street address) Room/suite <u>112 WEST PEARL STREET</u>		E Telephone number <u>(603) 889-1090</u>	City or town State ZIP code <u>NASHUA NH 03060</u>	F Group Exemption Number ▶		Foreign country name Foreign province/state/county Foreign postal code		
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City or town State ZIP code <u>NASHUA NH 03060</u>	F Group Exemption Number ▶												
Foreign country name Foreign province/state/county Foreign postal code													
G Accounting Method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual Other (specify) ▶ _____	H Check <input type="checkbox"/> if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).												
I Website: ▶ <u>WWW.NHTEEN.COM</u>													
J Tax-exempt status (check only one) — <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													
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other													
L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ <u>184,509</u>													

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I

	Description	Line	Amount
Revenue	1 Contributions, gifts, grants, and similar amounts received	1	80,788
	2 Program service revenue including government fees and contracts	2	50,969
	3 Membership dues and assessments	3	
	4 Investment income	4	122
	5a Gross amount from sale of assets other than inventory	5a	52,464
	b Less: cost or other basis and sales expenses	5b	50,350
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	2,114
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	0	
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0	
8 Other revenue (describe in Schedule O)	8	166	
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	134,159	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	59,734
	13 Professional fees and other payments to independent contractors	13	1,200
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	2,173
	16 Other expenses (describe in Schedule O)	16	53,892
	17 Total expenses. Add lines 10 through 16	17	116,999
Net Assets	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	17,160
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	71,820
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	-1,447
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	87,533

Part II Balance Sheets. (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II.

	(A) Beginning of year		(B) End of year
22 Cash, savings, and investments	83,576	22	104,665
23 Land and buildings		23	
24 Other assets (describe in Schedule O)	12,505	24	24,240
25 Total assets	96,081	25	128,905
26 Total liabilities (describe in Schedule O)	24,261	26	41,372
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	71,820	27	87,533

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III.

What is the organization's primary exempt purpose? ASSIST TEENS WITH LEADERSHIP AND LIFE SKILLS
 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
 (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 TO ASSIST TEENS IN DEVELOPING LEADERSHIP AND LIFE SKILLS AND TO ENABLE THEM TO MAKE RESPONSIBLE AND HEALTHY DECISIONS REGARDING ALCOHOL AND DRUG ABUSE			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	28a		112,595
29			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	29a		
30			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	30a		
31 Other program services (describe in Schedule O)			
(Grants \$) If this amount includes foreign grants, check here <input type="checkbox"/>	31a		
32 Total program service expenses. (add lines 28a through 31a)	32		112,595

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated - see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV.

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
JULIE BEAL PRESIDENT	Hr/WK 1.00	0	0	0
LAURENCE SZETELA TREASURER	Hr/WK 1.00	0	0	0
BRIANNA MCLAUGHLIN DIRECTOR	Hr/WK 1.00	0	0	0
MICHAEL GOLOSOVKER DIRECTOR	Hr/WK 1.00	0	0	0
LINDSEY O'CONNELL SECRETARY	Hr/WK 1.00	0	0	0
JOCELYN SEAGER DIRECTOR	Hr/WK 1.00	0	0	0
COURTNEY SHAPIRO VAN DUSEN DIRECTOR	Hr/WK 1.00	0	0	0
MARISSA CARLSON EXECUTIVE DIRECTOR	Hr/WK 32.00	38,588	6,025	0
	Hr/WK			

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V.

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O.		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions).		X
35 a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O.		
35 c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III.		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N.		X
37 a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a		
b	Did the organization file Form 1120-POL for this year?		X
38 a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
b	If "Yes," complete Schedule L, Part II and enter the total amount involved. 38b		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9. 39a		
b	Gross receipts, included on line 9, for public use of club facilities. 39b		
40 a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____; section 4912 ▶ _____; section 4955 ▶ _____		
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.		X
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. ▶ _____		
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization. ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.		X
41	List the states with which a copy of this return is filed. ▶ _____		
42 a	The organization's books are in care of ▶ <u>NICOLLE BOYLE</u> Telephone no. ▶ <u>(603) 889-1090</u> Located at ▶ <u>112 WEST PEARL STREET</u> City <u>NASHUA</u> ST <u>NH</u> ZIP + 4 ▶ <u>03060</u>		
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)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	Yes	No
42b			X
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: ▶ _____		X
42c			X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here. ▶ <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year. ▶ 43		
44 a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.		X
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ.		X
c	Did the organization receive any payments for indoor tanning services during the year?		X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.		
44d			
45 a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	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," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions).		X
45b			X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I. 46 Yes No X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II. 47 Yes No X

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E. 48 Yes No X

49 a Did the organization make any transfers to an exempt non-charitable related organization? 49a Yes No X

b If "Yes," was the related organization a section 527 organization? 49b Yes No

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 5 columns: (a) Name and title of each employee, (b) Average hours per week devoted to position, (c) Reportable compensation (Forms W-2/1099-MISC), (d) Health benefits, contributions to employee benefit plans, and deferred compensation, (e) Estimated amount of other compensation. All entries are 'None'.

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 3 columns: (a) Name and business address of each independent contractor, (b) Type of service, (c) Compensation. All entries are 'None'.

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note. All section 501(c)(3) organizations must attach a completed Schedule A. X Yes No

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: LAURENCE C SZETELA Date: TREASURER Type or print name and title

Paid Preparer Use Only Print/Type preparer's name: Laurence Szetela Preparer's signature Date: 11/11/2015 Check [X] if self-employed PTIN: P01334469 Firm's name: Laurence C. Szetela, CPA Firm's EIN: 02-0493850 Firm's address: 76 Northeastern Blvd, Nashua, NH 03062 Phone no.: 603-880-0588

May the IRS discuss this return with the preparer shown above? See instructions. X Yes No

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2014

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE	Employer identification number 22-2719838
--	---

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations: 0
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total					0	0

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) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	152,249	63,093	120,272	57,900	80,788	474,302
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	152,249	63,093	120,272	57,900	80,788	474,302
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.						474,302

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4	152,249	63,093	120,272	57,900	80,788	474,302
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
11 Total support. Add lines 7 through 10						474,302
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five 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 2014 (line 6, column (f) divided by line 11, column (f))	14	100.00%
15 Public support percentage from 2013 Schedule A, Part II, line 14	15	100.00%
16a 33 1/3% support test—2014. 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—2013. 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—2014. 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—2013. 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"/>	

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

(Complete only if you checked the box on line 9 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) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
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						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
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						0
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.)						0

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	0	0

14 First five 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**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	0.00%
16 Public support percentage from 2013 Schedule A, Part III, line 15	16	0.00%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f))	17	0.00%
18 Investment income percentage from 2013 Schedule A, Part III, line 17	18	0.00%

19a 33 1/3% support tests—2014. 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—2013. 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

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of 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 (b) and (c) 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 11a or 11b in Part I, answer (b) and (c) 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 (b) and (c) 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 (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) 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 (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*
- 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).*
- 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 9(a)) 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 9(a)) 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 IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer (b) 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		

Part IV Supporting Organizations (continued)

		Yes	No
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 (b) and (c) below, the governing body of a supported organization?	11a	
b	A family member of a person described in (a) above?	11b	
c	A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's 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 directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
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.	2	

Section C. Type II Supporting Organizations

		Yes	No
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).	1	

Section D. All Type III Supporting Organizations

		Yes	No
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, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
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).	2	
3	By reason of the relationship described in (2), 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.	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	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) 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.	2a	
b	Did the activities described in (a) 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.	2b	
3 Parent of Supported Organizations. Answer (a) and (b) 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? Provide details in Part VI .	3a	
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.	3b	

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. 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	0
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	0
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	0
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	0
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	0
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	0
6	Multiply line 5 by .035	6	0
7	Recoveries of prior-year distributions	7	0
8	Minimum Asset Amount (add line 7 to line 6)	8	0
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	0
2	Enter 85% of line 1	2	0
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	0
4	Enter greater of line 2 or line 3	4	0
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	0
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).		

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	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	Total annual distributions. Add lines 1 through 6.	0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2014 from Section C, line 6	0
10	Line 8 amount divided by Line 9 amount	0.000

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1	Distributable amount for 2014 from Section C, line 6			0
2	Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3	Excess distributions carryover, if any, to 2014:			
a				
b				
c				
d				
e	From 2013			
f	Total of lines 3a through e	0		
g	Applied to underdistributions of prior years		0	
h	Applied to 2014 distributable amount			0
i	Carryover from 2009 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.	0		
4	Distributions for 2014 from Section D, line 7: \$ 0			
a	Applied to underdistributions of prior years		0	
b	Applied to 2014 distributable amount			0
c	Remainder. Subtract lines 4a and 4b from 4.	0		
5	Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).		0	
6	Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			0
7	Excess distributions carryover to 2015. Add lines 3j and 4c.	0		
8	Breakdown of line 7:			
a				
b				
c				
d	Excess from 2013	0		
e	Excess from 2014	0		

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Area with horizontal dashed lines for supplemental information.

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

OMB No. 1545-0047

2014

▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

Name of the organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE	Employer identification number 22-2719838
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Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

- 501(c)(3) (enter number) organization
- 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
- 527 political organization

Form 990-PF

- 501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE	Employer identification number 22-2719838
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	GENE AND JUSTYNA CARLSON 32 CHERRY STREET NORTH ADAMS MA 01247 Foreign State or Province: _____ Foreign Country: _____	\$ 51,665	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
2	JACK AND DOROTHY BYRNE FOUNDATION 3 LARAMIE ROAD ETNA NH 03750 Foreign State or Province: _____ Foreign Country: _____	\$ 25,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	_____ _____ Foreign State or Province: _____ Foreign Country: _____	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	_____ _____ Foreign State or Province: _____ Foreign Country: _____	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	_____ _____ Foreign State or Province: _____ Foreign Country: _____	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	_____ _____ Foreign State or Province: _____ Foreign Country: _____	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
-----	_____ _____ Foreign State or Province: _____ Foreign Country: _____	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE	Employer identification number 22-2719838
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Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
1	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----
	----- ----- -----	\$ -----	-----

Name of organization NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE	Employer identification number 22-2719838
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ▶ \$ _____ 0

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
For. Prov. _____ Country _____			
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
For. Prov. _____ Country _____			
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
For. Prov. _____ Country _____			
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
For. Prov. _____ Country _____			

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No 1545-0047

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

2014

▶ Attach to Form 990 or 990-EZ.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

Employer identification number

NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABUS 22-2719838

Form 990-EZ, Part I, Line 8, Other Revenue: MISCELLANEOUS INCOME: 166

Form 990-EZ, Part I, Line 16, Other Expenses: Meals and entertainment: 95

Form 990-EZ, Part I, Line 16, Other Expenses: Fundraising: 206

Form 990-EZ, Part I, Line 16, Other Expenses: Conferences, conventions, and meetings: 148

Form 990-EZ, Part I, Line 16, Other Expenses: Telephone: 625

Form 990-EZ, Part I, Line 16, Other Expenses: PROFESSIONAL DEVELOPMENT: 620

Form 990-EZ, Part I, Line 16, Other Expenses: PROGRAM EXPENSES: 32,120

Form 990-EZ, Part I, Line 16, Other Expenses: DUES AND SUBSCRIPTIONS: 150

Form 990-EZ, Part I, Line 16, Other Expenses: PAYROLL TAXES: 6,303

Form 990-EZ, Part I, Line 16, Other Expenses: INSURANCE: 2,058

Form 990-EZ, Part I, Line 16, Other Expenses: FILING FEES: 75

Form 990-EZ, Part I, Line 16, Other Expenses: MANAGEMENT FEE: 4,404

Form 990-EZ, Part I, Line 16, Other Expenses: PAYROLL PROCESSING: 349

Form 990-EZ, Part I, Line 16, Other Expenses: BANK CHARGES: 81

Form 990-EZ, Part I, Line 16, Other Expenses: MARKETING EXPENSE: 195

Form 990-EZ, Part I, Line 16, Other Expenses: MILEAGE REIMBURSEMENT: 6,079

Form 990-EZ, Part I, Line 16, Other Expenses: PARKING AND TOLLS: 282

Form 990-EZ, Part I, Line 16, Other Expenses: MISCELLANEOUS EXPENSE: 102

Form 990-EZ, Part I, Line 20, Net Assets: DECREASE IN MARKET VALUE SECURITIES: -1,447

Form 990-EZ, Part II, Line 24, Other Assets: PLEDGES AND GRANTS RECEIVABLE: Beginning of year:

6,195, End of year: 12,315

Form 990-EZ, Part II, Line 24, Other Assets: PREPAID EXPENSES: Beginning of year: 6,158, End

of year: 11,773

Form 990-EZ, Part II, Line 24, Other Assets: MISCELLANEOUS RECEIVABLE: Beginning of year: 152,

End of year: 152

Form 990-EZ, Part II, Line 26, Liabilities: ACCOUNTS PAYABLE: Beginning of year: 862, End of

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2014)

Name of the organization

Employer identification number

NEW HAMPSHIRE TEEN INSTITUTE FOR THE PREVENTION OF ALCOHOL AND DRUG ABU

22-2719838

year: 6,318

Form 990-EZ, Part II, Line 26, Liabilities: ACCRUED PAYROLL: Beginning of year: 1,586, End of

year: 2,076

Form 990-EZ, Part II, Line 26, Liabilities: ACCRUED VACATION TIME: Beginning of year: 5,346,

End of year: 3,893

Form 990-EZ, Part II, Line 26, Liabilities: ACCRUED PAYROLL TAXES: Beginning of year: 2,837,

End of year: 3,250

Form 990-EZ, Part II, Line 26, Liabilities: DEFERRED REVENUE: Beginning of year: 13,630, End

of year: 25,835

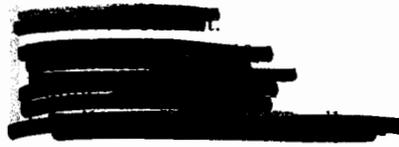


Board of Directors - FY2017

TEEN INSTITUTE

Name/Joined	Address	Phone	Email
PRESIDENT Briana McLaughlin/2012 Child & Family Services	[REDACTED]	[REDACTED]	[REDACTED]
VICE PRESIDENT Jocelyn Seager/2013 The Provident Bank	[REDACTED]	[REDACTED]	[REDACTED]
TREASURER Larry Szetela/2007 Laurence Szetela, CPA	[REDACTED]	[REDACTED]	[REDACTED]
SECRETARY Lindsey O'Connell/2003- 2005, 2012 Occupational Therapist, Genesis Rehabilitation Services	[REDACTED]	[REDACTED]	[REDACTED]
Dan Fletcher/2016	[REDACTED]	[REDACTED]	[REDACTED]
Michael Golosovker/2015 Licensed Agent, NY Life	[REDACTED]	[REDACTED]	[REDACTED]
Courtney Shapiro/2013 Branch Officer, Adams Community Bank	[REDACTED]	[REDACTED]	[REDACTED]

Marissa Carlson



QUALIFICATIONS

Trainer for youth and adults, with experience in curriculum design as well as implementation
Have worked both on-stage and on the production teams of professional and community theatres in California and across the Northeast
Computer experience includes Word, Excel, Salesforce, FileMaker Pro, SPSS (statistics), MEDIC+, Publisher, and internet research

EDUCATION

M.S. Nonprofit Management in progress, Bay Path University, Longmeadow, MA

B.A. Psychology, Pomona College, Claremont, CA
Psi Chi: International Honor Society in Psychology

ADDITIONAL CERTIFICATIONS & TRAININGS

- Certified Prevention Specialist (CPS) since June 2011
- Trainer of two Center for the Application of Prevention Technologies (CAPT) curricula:
 - Substance Abuse Prevention Skills Training (SAPST)
 - Prevention Ethics
- Trainer of the Addiction Technology Transfer Center's (ATTC) curriculum:
 - A Provider's Introduction to Substance Abuse Treatment for Lesbian, Gay, Bisexual, and Transgender Individuals (2nd Edition)
- Trained in Youth Leadership Institute's (YLI) "Environmental Prevention & Youth Initiated Projects"

EMPLOYMENT

2012 - Executive Director, New Hampshire Teen Institute

2009 – 2012 Program Director, New Hampshire Teen Institute

- Coordinating and training 175+ volunteer staff from NH and the greater Northeast for 4 overnight and numerous day-long programs around the state of NH each year.
- Developing & implementing curricula that promote healthy choices and substance abuse prevention through capacity building, youth development, and youth & adult partnerships.
- Collaborating with coalition staff, teachers, SAPs, guidance counselors, and other youth-work professionals from NH's regional prevention networks to connect & enroll eligible students in our programs.
- Co-advising the volunteer Program Advisory Committee, a youth-adult collaboration examining the continued efficacy and efficiency of our programming.
- Acting as the organizational liaison between our volunteer staff & participants and the facilities staff at the program sites we utilize throughout the state.
- Heading all aspects of the multi-year Service to Science application process to achieve endorsement of the Summer Leadership Program as an evidence-based prevention program, including research, evaluation, and data entry & analysis.
- Developing the organization's annual budget, individual program budgets, and annual strategic plan update & review in collaboration with the Board of Directors.
- Managing paid, intern, and volunteer staff in both office and program settings.

2004 – 2009 Admissions Intake Coordinator, Hillcrest Educational Centers

- Processing new referrals for 4 residential and one day program for psychiatrically-involved students ages 6-18
- Coordinating prospective student interviews with admissions colleagues, state agencies (DSS, DMH, etc.), school districts, other treatment providers, and families
- Making travel arrangements for admissions and program staff
- Fielding initial treatment and programmatic inquiries from parents, social workers, special education coordinators, attorneys, and juvenile justice staff
- Educating new Hillcrest staff on the admissions process during biweekly orientations
- Coordinating annual student calendar art contest with 150 students, and overseeing layout, publication, and distribution of the 2500 resulting calendars

2003 - 2004 Substitute Counselor/Clinic Coordinator, Tapestry Health Systems

2002 – 2003 Office Manager, Tapestry Health Systems

- Coordinating the daily operations of their 3 Berkshire County medical clinics
- Counseling clients seeking emergency contraception or medical assistance
- Overseeing files and required paperwork for the offices' participation in the "Keeping Teens Healthy" program of the Mass. Dept. of Public Health
- Managing staff members in the absence of the Health Services Manager
- Ordering and maintaining supplies for both medical and clerical use

2001 -2003 Assistant Director of Programming, Exploration School, Inc.

The Exploration Intermediate Program is an academic enrichment summer program for 8th- and 9th-graders, with 650 students in each of two 3-week sessions. As a member of the 8-person administrative team, I worked to coordinate the program and its 100 staff members. Individually, I was also responsible for:

- Coordinating 2-4 evening activities (performances, trips, sports events, etc.) for the students
- Overseeing the A/V needs for classes, activities, and events, and supervising the two A/V coordinators
- Coordinating the arrivals and departures of students at Logan Airport
- Working on a team of three Programming administrators to plan three days of trips a week and 25 different daily activities
- Co-managing other staff in the Programming Office

ORGANIZATIONS

2015 - NH prevention delegate to the IC&RC

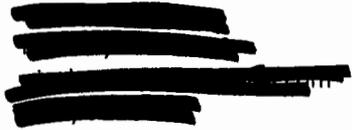
2013 - NH Prevention Certification Board – Secretary

2013 - NH Governor's Commission Prevention Task Force – Member

2004 - Mill City Productions – Associate Artistic Director (2013-)
Founding company member & Artistic Director (2004-2010).

1997-2002 Young Americans - Company member

National & international tours in Fall 1999 and Fall 2001.



Nicole Boyle

Experience

Rivier University, Nashua, NH

2014 - present

Financial Aid Advisor

- Review financial aid applications and accurately award students based on eligibility and need while following various institutional awarding strategies and adhering to all federal regulations.
- Perform verification, professional judgement, and dependency overrides on selected accounts.
- Provide in-depth counseling to students and parents on all financing options and financial aid requirements in person, via phone or email.
- Proactively analyze student accounts and resolve discrepancies to ensure on time disbursement of financial aid.
- Process alternative student loan applications from certification through disbursement.
- Review and award Parent PLUS loan applications.
- Complete Return to Title IV calculations for students who have withdrawn.
- Attend training seminars and workshops on federal regulations and best practices guidelines.
- Coordinate with various departments to assist with student requests: Admissions, Registrar, Business Office, and Academic Advising.
- Provide excellent customer service to students, parents, and staff members.

NH Teen Institute, Nashua, NH

2011 - present

Bookkeeper

Provide part-time bookkeeping including: A/P, A/R, payroll processing through QuickBooks, and bank reconciliations. Prepare and file federal and state tax returns for withholding and unemployment, W2s and 1099s.

The Youth Council, Nashua, NH

2014 - present

Bookkeeper

Provide part-time bookkeeping including: A/P, A/R, payroll utilizing ADP, billing, and bank reconciliations.

Director of Quality & Compliance

2002 - 2014

Responsibilities include managing all facets of daily operations at an out-patient, mental health practice.

- Bookkeeping: A/P, A/R, payroll, billing, bank reconciliations.
- Provide excellent customer service to youth and parents, tenants, vendors and agency personnel.
- Interface with insurance companies for provider credentialing, client insurance benefits and authorization, electronic claims submission and resolutions.
- Transitioned insurance claims from monthly paper to daily electronic claims, improving cash flow.
- Coordinate agency's compliance efforts and grants management.
- Create/maintain various human resource manuals, new hire orientation and training guides.
- Provide computer network support through software installation, upgrades and user maintenance.
- Hired as Office Assistant; promoted to Director of Quality & Compliance and member of the agency's leadership team in 2005.
- Supervise Office Assistants.

KENDA Systems, Inc., Salem, NH

1995 – 2000

Contractor Services Coordinator

Supervised all facets of payroll and billing department for up to 600 temporary employees. Hired and trained new employees, facilitated reviews, incentives and rewards. Provided superior customer support for branch offices, temporary employees and clients. Designed accounting procedures training program for all new salespeople and recruiters, created numerous training manuals, tested new software packages (custom & shelf), and served as ISO Quality Representative. Hired as receptionist; promoted to supervisor within one year.

Franklin Pierce College, Nashua, NH

1993 – 1995

Customer Service Representative

Provided excellent customer service to students, faculty and staff. Coordinated meetings between students and Directors. Educated potential and new students about FPC programs and policies. Compiled and maintained student data.

Callahan Companies, Nashua, NH

1990 – 1993

Office Manager

Reconciled bank statements for approximately 10 subsidiary companies, provided monthly balance sheets for each subsidiary and administered payroll from entry to payroll taxes. Performed A/P and A/R for all subsidiaries. Handled billing for several condominium associations and negotiated and subcontracted for landscaping and repairs.

Education/Computer Skills

A.S. Business Administration - Accounting, Nashua Community College, December 2015

Member of Phi Theta Kappa Honor Society

Skilled in MS Office 2010 (Word, Excel, Outlook, PowerPoint), QuickBooks Premier 2014, Sage 50 Accounting 2015, ADP, computer networking and support, software installations, Office Ally, Therapist Helper, PowerFAIDS, CAMS.

Reagan Murphy

EDUCATION

Southern New Hampshire University Manchester, NH
Bachelor of Arts, Communications expected May 2019
Cumulative GPA: 3.285

Gorham High School
High School Diploma Jun 2015

EXPERIENCE

Program Coordinator Dec 2016-Present
New Hampshire Teen Institute Manchester, NH

- Assist in marketing TI programs to schools, organizations, and individuals
- Co-facilitate prevention-based training sessions, workshops, and outreach activities for schools and community groups.
- Other tasks as assigned

Sales Associate August 2016-December 2016
Windsor Fashions Manchester, NH

- Helped with sales and improving customer satisfaction
- Cashier

LEADERSHIP & CAMPUS INVOLVEMENT

North Country Rainbow Alliance March 2017-present

- A local LGBTQ+ group located in Northern New Hampshire

President, SNHU Drama Club April 2017-present

SNHU Generation Equality Sept 2015-present

Sports Host, Gorham High School Dec 2013-May 2015

- Attended all basketball and occasional baseball games as the official host.
- Gained experience with public speaking.

New Hampshire Teen Institute Dec 2011-present

- Volunteer staff member at leadership conferences for students ages 11-18.

TECHNOLOGY AND SOCIAL MEDIA SKILLS

Computer: Microsoft Excel, PowerPoint, Word; Facebook, Instagram, Twitter, Pinterest, Youtube

SKILLS/ACCOMPLISHMENTS

- Current Miss Berlin-Gorham 2017
- Former Miss Littleton Area's Outstanding Teen 2014
- A skilled public speaker

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: NH Teen Institute

Name of Program/Service: Prevention Direct Services

Marissa Carlson - Executive Director	\$48,484	15.00%
Nicole Boyle - Business Manager	\$3,939	60.00%
New Hire - Program Director	\$41,413	75.00%
New Hire - Parent Education Coordinator	\$37,378	100.00%
Reagan Murphy - Program Coordinator	\$12,896	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
	\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-2 (The Upper Room)

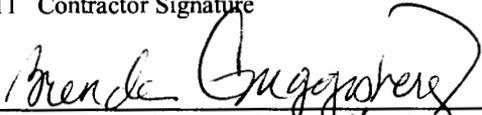
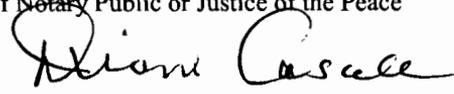
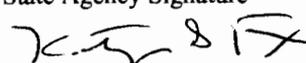
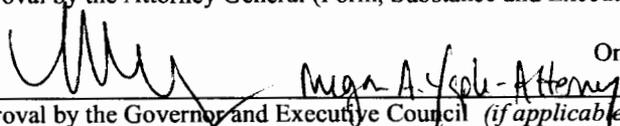
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name The Upper Room, A Family Resource Center		1.4 Contractor Address 36 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-437-8477	1.6 Account Number	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$126,855
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brenda Guggisberg - Executive Dir.	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On <u>April 21, 2017</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]		DIANE E. CASALE, Notary Public My Commission Expires March 12, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace DIANE CASALE Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
Date: <u>5/10/17</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:  Megan A. Ysola - Attorney On: <u>5/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-2 (The Upper Room)

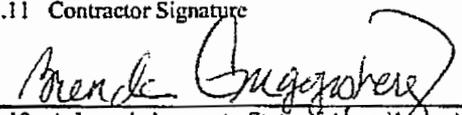
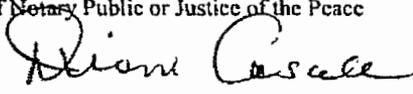
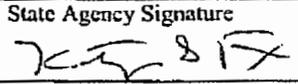
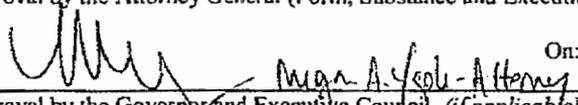
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1.5 Contractor Phone Number 603-437-8477	1.6 Account Number <i>35</i> 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$126,855
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brenda Auggister - Executive Dir.	
1.13 Acknowledgement: State of New Hampshire County of <i>Hillsborough</i> On <i>April 21, 2017</i> , 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]		DIANE E. CASALE, Notary Public My Commission Expires March 12, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace DIANE CASALE Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory KATJA S. FOX, Director	
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:  Magn. A. Cole - Attorney On: <i>5/26/17</i>			
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.



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. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor shall work collaboratively with the Regional Public Health Networks (RPHN) and community partners and shall utilize its knowledge on community service agencies that are available to youth and parents/caregivers, including but not limited to, Juvenile Diversion Network programs, alcohol and other drug services, mental health services, and housing services.
- 1.5. The Contractor shall provide individual screening of youth referred to the program(s) using an evidenced-based screening tool that is approved by the Department.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.



Exhibit A

2.2. Outreach Plan

- 2.2.1. The Contractor shall develop and implement an outreach plan to increase awareness of The Upper Room Programs and Services with a focus on targeting youth of higher risk of developing a substance use disorder specifically those in the IOM category of selective and indicated. The outreach plan for each program shall include, but not be limited to:
- 2.2.1.1. The production of new outreach materials that includes the incorporation of the focus on youth at high risk;
 - 2.2.1.2. The number, frequency and type (i.e. group presentation, one-on-one meetings, emails, telephone, outreach material distribution) of outreach activities planned per quarter; and
 - 2.2.1.3. The goals and outcomes desired to achieve through outreach activities per referral source (i.e. introduce program to new referral sources or under-utilized referral sources, increase number of referrals already being sent by a referral source, develop relationship with local government officials).

2.3. Recruitment Strategy

- 2.3.1. The Contractor shall ensure a recruitment strategy that is focused on youth in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder and parents/caregivers of the targeted population. Targeted populations for recruitment includes but is not limited to youth and/or their parents/caregivers involved with the Division of Children, Youth and Families services, youth and/or their parents/caregivers who are homeless, youth at risk of dropping out of school, youth experiencing academic failure, LGBTQ youth, youth with behavioral health issues, youth offenders, youth and/or parents/caregivers with a mental health or substance use disorder, and youth engaging in risky or destructive behaviors.

2.4. Evidence Informed Programming

- 2.4.1. The Contractor shall ensure all programs and services are evidenced informed and culturally relevant, as approved by the Department, with preference given with this funding to youth and their parents/caregivers in the indicated and selective in the IOM category of selective and indicated who are at a higher risk of developing a substance use disorder.
- 2.4.2. The Contractor shall select programs and services that address the following outcome measures:
- 2.4.2.1. Increase perception of risk/harm of the use of substances;
 - 2.4.2.2. Increase the perception of peer and parental disapproval of the use of substances;
 - 2.4.2.3. Increase parental efficacy; and
 - 2.4.2.4. Increase parental communication about the use of substances and parental monitoring.



Exhibit A

2.5. Adolescent Wellness Program, Community Services Learning Program and Preventative Counseling

2.5.1. The Contractor shall ensure participants enrolled in the Adolescent Wellness Program, Community Services Learning Program and Preventative Counseling receive a universally applied evidenced based screening tool to screen all youth referred to the program for early identification of substance misuse and/or mental health issues. The Contractor shall, at a minimum :

2.5.1.1. Ensure training to each The Upper Room staff who shall be conducting the screening in the use of the tool;

2.5.1.2. Submit to the Department the name of the evidence-based screening tool to be used by The Upper Room and the training protocols for staff administering the tool; and

2.5.1.3. Ensure referral to the appropriate community provider or service based on the screening for individuals needing external services.

2.6. The Contractor shall maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.

2.7. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations include, but are not limited to:

2.7.1. Interpreter services;

2.7.2. Materials in a varied format;

2.7.3. Child care or access to affordable child care; and

2.7.4. Transportation or assistance with access to affordable and accessible transportation.

2.8. Program Participation Requirements

2.8.1. Pursuant to this contract, the Contractor shall serve:

2.8.1.1. A minimum of four-hundred (400) unduplicated youths who are at a higher risk of developing a substance use disorder with preference to indicated and selective youth; and

2.8.1.2. A minimum of one-hundred-fifty (150) unduplicated parents/caregivers participating in parent education programs and services with preference to parents/caregivers of youth in the IOM category of selective or indicated.

2.9. Participant Survey

2.9.1. The Contractor shall administer a survey, supplied by the Department, to all individuals participating in the selected service.



Exhibit A

2.9.2. The survey will consist of a pre-post design and the Contractor shall ensure participants who complete the intervention fully complete all components of the survey design.

2.9.2.1. The Department will provide the surveys and instructions.

2.9.2.2. The survey administration process will include the process for acquiring consent from program participants in the evaluation and in compliance with the Department's policies and protocols.

2.9.2.3. The Contractor shall survey a minimum of eighty percent (80%) of program participants.

3. Staffing

3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles and duties as proposed.

3.2. All staff shall have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.

3.3. Staff providing direct prevention services shall obtain their certificate as a Certified Prevention Specialist (CPS) within one year of assuming the position.

3.4. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first year of employment.

3.5. The Contractor shall keep up to date records and documentation of all individuals requiring licenses and/or certifications. All such records will be available to the Department for inspection upon request.

3.6. The Contractor shall ensure all direct prevention staff receive appropriate training in their selected evidenced-informed services by an individual authorized by the program developer.

4. Delegation and Subcontractors

4.1. Identification and Approval

4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.

4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

5. Performance Measures/Outcomes

5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;

5.1.1. Increase in perception of harm/risk of the use of substances;

5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;

5.1.3. Increase in parental efficacy; and

5.1.4. Increase in parental communication and monitoring.



Exhibit A

6. Deliverables/Reporting Requirements

6.1. Deliverables

- 6.1.1. The Contractor shall provide the Department with their outreach plan, as outlined in Section 2.2., within sixty (60) days of the approved contract.
- 6.1.2. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.3. The Contractor shall provide the Department with the list of the evidenced informed programs and services it is providing the targeted populations and cite the source of how it is defined as evidence informed.
- 6.1.4. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.1. The Contractor shall, within six (6) months of contract approval, secure the statewide locations for youth and parenting programs with a memorandum of agreement (MOA).
- 6.1.2. The Contractor shall participate in up to two (2) collaborative learning sessions to discuss preliminary evaluation findings and gain understanding on how to use and disseminate conclusive data findings as identified by the Department.

6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:
 - 6.2.1.1. Adherence to the Department's requirements as defined in Section 6.0;
 - 6.2.1.2. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
 - 6.2.1.3. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
 - 6.2.1.4. Ensure a seventy-five percent (75%) response rate from participants.
 - 6.2.1.5. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.
 - 6.2.1.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee,



Exhibit A

- the Bureau of Drug and Alcohol Services, and a representative of the New Hampshire Center for Excellence if appropriate.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
- 6.3.2.1. Systems of governance,
 - 6.3.2.2. Administration,
 - 6.3.2.3. Data collection and submission,
Policies for ensuring participant confidentiality, and
 - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
- 6.3.6.1. Written documentation of The Upper Room program recruitment and referral process;
 - 6.3.6.2. Evaluation participation agreement form;
 - 6.3.6.3. Confidential release of information form as necessary;
 - 6.3.6.4. The Upper Room intake or screening/information form;
 - 6.3.6.5. Documentation of contact with participants, parents or others involved with The Upper Room via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
 - 6.3.6.6. Written list of community resources available to children and their families; and
 - 6.3.6.7. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.

6.4. Data Storage and Reporting

- 6.4.1. The Contractor shall develop a system to safely store and maintain survey data in compliance with the Department's policies and protocols.
- 6.4.2. The Contractor shall be required to enter the completed survey data into a database provided by the Department. Survey data will be provided to the Department's evaluation contractor for analysis.



Exhibit A

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- 6.4.3. The Contractor shall input data on a monthly basis to an online database as required by the Department. The Department will provide training on the use of the database system. The data includes, but is not limited to:
- 6.4.3.1. Number of individuals served;
 - 6.4.3.2. Demographics of individuals served;
 - 6.4.3.3. Types of strategies or interventions implemented; and
 - 6.4.3.4. Dollar amount and type of funds used in the implementation of strategies and/or interventions
- 6.4.4. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
- 6.4.4.1. The ability to communicate and submit required reports via email.
 - 6.4.4.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 6.4.4.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 6.4.4.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
- 6.4.5. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.
- 6.4.5.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

BC
6/2/17

Exhibit B-1 - Budget Form
3/1/17-6/30/17

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

Bidder/Program Name: The Upper Room, A Family Resource

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: 3/1/17-6/30/17

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHH committed share		Total
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ 35,711.00	\$ -	\$ 10,404.00	\$ -	\$ 25,307.00	\$ -	\$ 25,307.00
2. Employee Benefits	\$ 4,303.00	\$ -	\$ 1,264.00	\$ -	\$ 3,049.00	\$ -	\$ 3,049.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 250.00	\$ -	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 240.00	\$ -	\$ 360.00	\$ -	\$ 360.00
6. Travel	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
7. Occupancy	\$ 2,000.00	\$ -	\$ 800.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 700.00	\$ -	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ 350.00
Postage	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
Subscriptions	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
Audit and Legal	\$ 1,100.00	\$ -	\$ 550.00	\$ -	\$ 550.00	\$ -	\$ 550.00
Insurance	\$ 825.00	\$ -	\$ 330.00	\$ -	\$ 495.00	\$ -	\$ 495.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
10. Marketing/Communications	\$ 700.00	\$ -	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ 350.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In kind Goods/Service (food, supplies, interns, volunteers)	\$ 10,408.00	\$ -	\$ 10,408.00	\$ -	\$ -	\$ -	\$ 10,408.00
TOTAL	\$ 63,997.00	\$ -	\$ 27,196.00	\$ -	\$ 36,811.00	\$ -	\$ 36,811.00

Indirect As A Percent of Direct 0.0%

Ex 4/2/17

Exhibit B-2 - Budget Form
7/1/17 - 6/30/18

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

Bidder/Program Name: The Upper Room - A Family Resource

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: 7/1/17 - 6/30/18

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 95,294.00	\$ -	\$ 26,268.00	\$ -	\$ 69,026.00	\$ -	\$ 69,026.00
2. Employee Benefits	\$ 11,483.00	\$ -	\$ 3,165.00	\$ -	\$ 8,318.00	\$ -	\$ 8,318.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,200.00	\$ -	\$ 450.00	\$ -	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 450.00	\$ -	\$ 750.00	\$ -	\$ 750.00
6. Travel	\$ 350.00	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ 350.00
7. Occupancy	\$ 5,600.00	\$ -	\$ 2,400.00	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00
Postage	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Subscriptions	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,500.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
Insurance	\$ 2,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
Marketing/Communications	\$ 1,000.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00
10. Staff Education and Training	\$ 3,000.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
11. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. In Kind Goods & Services (food, supplies, interns, volunteers)	\$ 20,816.00	\$ -	\$ 20,816.00	\$ -	\$ -	\$ -	\$ 20,816.00
TOTAL	\$ 150,593.00	\$ -	\$ 60,549.00	\$ -	\$ 90,044.00	\$ -	\$ 90,044.00

0.0%

Indirect As A Percent of Direct

364/2/17



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;



- 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.



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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



- 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.



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 Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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4/21/17



- 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:

4/21/17
Date

Brenda Guggerberg
Name: BRENDA GUGGERBERG
Title: Executive Director



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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

4/21/17
Date

Brenda Engsgjerd
Name: Brenda Engsgjerd
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/21/17
Date

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Contractor Initials BG
Date 4/21/17



**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 BG

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4/21/17
Date

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Exhibit G

Contractor Initials

BG

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

Date

4/21/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/21/17
Date

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Contractor Initials BG
Date 4/21/17



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.

Ba
4/21/17



Exhibit I

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

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

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

BB
4/21/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

BG

4/21/17



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.

BG

4/21/17



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.

 The State

 Signature of Authorized Representative
 Katya S Fox

 Name of Authorized Representative
 Director

 Title of Authorized Representative

 Date 5/10/17

The Upper Room, A Family Resource Center

 Name of the Contractor
 Brenda Guggisberg

 Signature of Authorized Representative
 Brenda Guggisberg

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative

 Date 4/21/17



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:

4/21/17
Date

Brenda Guggisberg
Name: Brenda Guggisberg
Title: Executive Director

Contractor Initials BG
Date 4/21/17



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: 966850948
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?

XX 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: _____

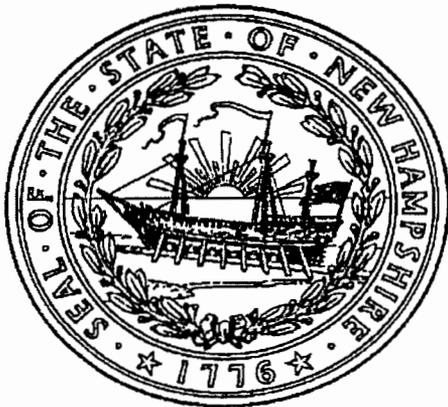
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE UPPER ROOM, A FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 30, 1986. 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: 81048



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 20th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Jeremy Lane**, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of **The Upper Room, A Family Resource Center**

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on **October 27, 2015**

(Date)

RESOLVED: That the Executive Director, **Brenda Guggisberg**

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 21 day of April, 2017

(Date Contract Signed)

4. **Brenda Guggisberg** is the duly elected Executive Director of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)



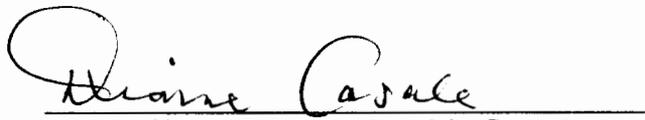
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 21 day of April, 2017.

By Jeremy Lane
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3-12-19

DIANE E. CASALE, Notary Public
My Commission Expires March 12, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2017

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 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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michael Caruso PHONE (A/C No. Ext): (603) 669-3218 E-MAIL ADDRESS: mcaruso@crossagency.com	FAX (A/C, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED The Upper Room a Family Resource Center 36 Tsienneto Road P.O. Box 1017 Derry NH 03038	INSURER A: Citizens Ins Co of America NAIC # 31534	
	INSURER B: Hanover Ins Co.	
	INSURER C: LM Insurance Corp	
	INSURER D: Mount Vernon Fire Ins Co 26522	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master **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 SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHV 9232702	7/1/2016	7/1/2017	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse or Molestation Selection \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		ZHV 9232702	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV9232704	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC5-31S-391028-016 (3a.) NH All Officers Included	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		ZHV 9232702	7/1/2016	7/1/2017	Each Wrongful Act 1,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Health & Human Services 129 Pleasant Street Brown Building 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 Michael Caruso / BN5 <i>Michael Caruso</i>

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36 Tsienneto Road Derry, NH 03038

603-437-8477

www.urteachers.org

MISSION STATEMENT

With a mission of “*Strengthening individuals and families by providing them with the education, services and resources needed to lead healthy, self-sufficient lives,*” our agency wide objectives include reducing the incidence of abuse, neglect, and interpersonal conflict among families; reducing drug and alcohol use and juvenile delinquency among youth; reducing economic dependence on the community. Our programs target parents and their children, youth exhibiting unhealthy behaviors, out-of-school youth and individuals in need of information and resources.

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Audited Financial Statements

***For The Fiscal Year Ended
June 30, 2016***

THE UPPER ROOM, A FAMILY RESOURCE CENTER

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Upper Room, A Family Resource Center
Derry, New Hampshire

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Upper Room, A Family Resource Center as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

Penchansky & Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

October 15, 2016

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statement of Financial Position

As of June 30,

Assets

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>
<u>Current Assets:</u>			
Cash and Equivalents	\$ 225,748	\$ 46,804	\$ 272,552
Accounts Receivable	29,852	0	29,852
Prepaid Expenses	<u>2,343</u>	<u>0</u>	<u>2,343</u>
Total Current Assets	<u>257,943</u>	<u>46,804</u>	<u>304,747</u>
<u>Fixed Assets:</u>			
Leasehold Improvements	47,568	0	47,568
Equipment and Furniture	24,241	0	24,241
Less: Accumulated Depreciation	<u>(31,366)</u>	<u>0</u>	<u>(31,366)</u>
Net Fixed Assets	<u>40,443</u>	<u>0</u>	<u>40,443</u>
Total Assets	<u>\$ 298,386</u>	<u>\$ 46,804</u>	<u>\$ 345,190</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statement of Financial Position

As of June 30,

Liabilities and Net Assets

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>
<u>Current Liabilities:</u>			
Accounts Payable	\$ 1,453	\$ 0	\$ 1,453
Withheld Payroll Liabilities	5,482	0	5,482
Accrued Payroll and Taxes	18,003	0	18,003
Accrued Fundraising Expenses	22,530	0	22,530
Scholarship Payable	1,177	0	1,177
Total Liabilities	<u>48,645</u>	<u>0</u>	<u>48,645</u>
<u>Net Assets:</u>			
Total Net Assets	<u>249,741</u>	<u>46,804</u>	<u>296,545</u>
Total Liabilities and Net Assets	<u>\$ 298,386</u>	<u>\$ 46,804</u>	<u>\$ 345,190</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statement of Activities and Changes in Net Assets
For The Year Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>
<u>Revenue and Support:</u>			
Grants and Contracts	\$ 385,715	\$ 46,804	\$ 432,519
Contributions	36,001	0	36,001
Program Revenue	15,699	0	15,699
Fundraising - Gaming, Net	20,286	0	20,286
Fundraising - Auction and Other	64,044	0	64,044
Rental Income	3,405	0	3,405
Interest	2,289	0	2,289
In Kind Contributions	181,383	0	181,383
Assets Released from Restrictions:			
Satisfaction of Program Restrictions	<u>16,402</u>	<u>(16,402)</u>	<u>0</u>
Total Revenue and Support	<u>725,224</u>	<u>30,402</u>	<u>755,626</u>
<u>Expenses:</u>			
Program Services	596,932	0	596,932
General and Administrative	110,153	0	110,153
Fundraising	<u>25,843</u>	<u>0</u>	<u>25,843</u>
Total Expenses	<u>732,928</u>	<u>0</u>	<u>732,928</u>
Net Increase (Decrease) in Net Assets	<u>(7,704)</u>	<u>30,402</u>	<u>22,698</u>
Net Assets - Beginning of Period	<u>257,445</u>	<u>16,402</u>	<u>273,847</u>
Net Assets - End of Period	<u>\$ 249,741</u>	<u>\$ 46,804</u>	<u>\$ 296,545</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statement of Functional Expenses
For The Year Ended June 30,

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>2016 Totals</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 311,441	\$ 77,631	\$ 8,225	\$ 397,297
Payroll Taxes	24,685	6,333	707	31,725
Employee Benefits Plan	10,292	3,362	0	13,654
Supplies	13,967	647	14,894	29,508
Repair and Maintenance	11,507	3,671	44	15,222
Office	6,149	2,578	77	8,804
Utilities	11,796	2,949	0	14,745
Professional Fees	5,689	9,589	656	15,934
Insurance	10,767	2,780	0	13,547
Postage and Printing	658	570	1,240	2,468
Travel and Conferences	4,026	43	0	4,069
Depreciation	4,572	0	0	4,572
In Kind Expense - Occupancy	64,800	0	0	64,800
In Kind Expense - Program and Supplies	<u>116,583</u>	<u>0</u>	<u>0</u>	<u>116,583</u>
 Total Expenses	 <u>\$ 596,932</u>	 <u>\$ 110,153</u>	 <u>\$ 25,843</u>	 <u>\$ 732,928</u>

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER

**Statement of Cash Flow
For the Year Ended July 31,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Totals</u>
<u>Cash Flows from Operating Activities:</u>			
Net Increase (Decrease) in Net Assets	\$ (7,704)	\$ 30,402	\$ 22,698
 <u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>			
Depreciation and Amortization	4,572	0	4,572
(Increase) Decrease in Accounts Receivable	(29,852)	16,402	(13,450)
(Increase) Decrease in Prepaid Expenses	615	0	615
Increase (Decrease) in Accounts Payable	1,183	0	1,183
Increase (Decrease) in Accrued Payroll and Taxes	(21,720)	0	(21,720)
Increase (Decrease) in Withheld Payroll Liabilities	5,482	0	5,482
Increase (Decrease) in Accrued Fundraising Expenses	9,896	0	9,896
Increase (Decrease) in Scholarship Payable	(264)	0	(264)
Increase (Decrease) in Deferred Revenue	<u>(44,860)</u>	<u>0</u>	<u>(44,860)</u>
Total Adjustments	<u>(74,948)</u>	<u>16,402</u>	<u>(58,546)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>(82,652)</u>	<u>46,804</u>	<u>(35,848)</u>
 <u>Cash Flows from Investing Activities:</u>			
Acquisitions of Fixed Assets	<u>(5,578)</u>	<u>0</u>	<u>(5,578)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>(5,578)</u>	<u>0</u>	<u>(5,578)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(88,230)	46,804	(41,426)
Cash and Equivalents - Beginning of Year	<u>313,978</u>	<u>0</u>	<u>313,978</u>
Cash and Equivalents - End of Year	<u>\$ 225,748</u>	<u>\$ 46,804</u>	<u>\$ 272,552</u>

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statement of Cash Flow
For the Year Ended July 31,

Cash Paid During the Period for:

Interest	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
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Taxes	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
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Non Cash Transactions During the Period:

In Kind Contributions	<u>\$ 181,383</u>	<u>\$ 0</u>	<u>\$ 181,383</u>
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See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2016

Organization and Purpose:

The Upper Room, A Family Resource Center (the Organization) is a tax exempt organization located in Derry, New Hampshire. The organization's mission is the strengthen individuals and families by providing education, services and resources to enable healthy and self sufficient lives.

The Organization's programs and services currently consist of the following;

Programs:

1. *Greater Derry Family Outreach* (GDFO), short term in-home parenting education and counseling;
2. *Families Reaching Our Goals* (FROG), a support and play group for parents and children ages 0 – 6;
3. *Teen Information for Parenting Success* (TIPS), a support program for young parents;
4. *Community Service Learning Opportunities* (CSLO), supervised community service hours for youth;
5. *HiSet*, collaboration with Pinkerton Academy, the state's largest high school, for youth 16 – 21 getting ready to take the GED test in order to achieve a high school equivalency diploma;
6. *Greater Derry Juvenile Diversion* (DGJD), an alternative to court for first time juvenile offenders;
7. *Adolescent Wellness Program* (AWP), a comprehensive program promoting adolescent wellness through educations programs (Challenge Course, Take Control), parent support and access to services;
8. *Preventative Counseling*, Short term behavioral counseling;
9. *Parenting Education* – Classes and support groups for parents with children of all ages. These groups include Active Parenting of Teens Today, 1 2 3 4 Parents! And Active Parenting for Step Families;
10. *Youth Education on Shoplifting* (YES) – a program for youth who have shoplifted;
11. *Healthy Families America* – a program to help expectant mothers and new parents get their children off to a healthy start.

Services:

1. *Volunteer/Internship Program* – Offering service opportunities to college students through supervised internships and volunteer opportunities for community members;
2. *Food Pantry* – Offering food to low income individuals and families. This program is funded by donations and work is performed by volunteers except for supervisory work.
3. *Resource and Referral Services* – Providing information and referrals to meet the needs of the community.

All programs and services adhere to the principles of Family Support America.

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2016

Note 1 – Summary of Significant Accounting Principles:

A. Basis of Presentation

The Organization's policy is to prepare its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

B. Accounting Principles

The Organization presents its financial statements following the Not for Profit Entities subtopic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishment's subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillment's and removal by actions of the Organization pursuant to those stipulations.

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishment's subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations.

The organization has no permanently restricted net assets at June 30, 2016.

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2016

Note 1 - Summary of Significant Accounting Principles - Continued:

C. Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of receivables that will actually be collected. Management asserts that all receivables at June 30, 2016 were collectible and therefore has not established an allowance for doubtful accounts.

D. Promises to Give

Contributions are recognized when the donor makes a promise to give to the organization that is, in substance, unconditional. Contributions are reported according to donor restrictions. The organization uses the allowance method to determine uncollectible promises to give. The allowance is based on prior year' experience and managements' analysis of specific promises made.

E. Income Taxes

The organization has been determined to be a tax exempt organization under Section 501(c) (3) of the Internal Revenue Code. Form 990, Return of Organization Exempt from Income Tax, which is an information return, is filed annually

The Organization has evaluated its tax positions for all open tax year. The Organization is not currently under audit nor has the Organization been contacted by any jurisdiction. Management believes all tax positions taken would be upheld under examination. No provision for the effects of uncertain tax positions have been recorded for the year ended June 30, 2016. The Organizations informational returns remain open to examination by taxing authorities for a period of three years.

F. Fixed Assets

Fixed assets are recorded at cost at the time of acquisition, or at fair market value if donated. The Organization capitalizes fixed assets in excess of \$1,000. Depreciation is calculated by various methods over their estimated useful lives. Repairs and maintenance are charged to operations as incurred, whereas major improvements are capitalized. The estimated useful lives of the assets are as follows:

<u>Description of Asset</u>	<u>Method</u>	<u>Estimated Life</u>
Equipment/Furniture	Straight-Line	5 - 7 year
Leasehold Improvements	Straight-Line	7-20 year

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2016

G. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents. At June 30, 2016 the Organization had no cash equivalents

H. Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

I. Advertising

The Organization uses advertising to promote its programs among the people of the community. The cost of advertising its programs and fundraising activities are expenses at the time the advertising takes place.

J. Accrued Compensated Absences

Certain employees of the Organization are entitled to paid vacations, holiday, sick, and personal days off, based on job classification, length of service, and other factors, The Organizations policy is to accrue all vacation time as earned, but to recognize the cost of sick and personal days compensated absences when actually paid to employees. Compensated absences for employee vacations accrued at June 30, 2016 totaled \$11,326.

K. Functional Expenses

The expenses the Organization incurs while providing its programs are allocated on a functional basis based on an estimate of personnel time.

L. Donated Materials and Services

The Organization records the value of donated material and services when there is an objective basis to measure their value. Donated material and services for programs are recorded as in-kind donations in the financial statements at their estimated fair value on the date of receipt. Donated items for the annual auction are calculated at their fair value and reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expenses since the program and office facility is leased for the Town of Derry at a rate of \$1 per year. Volunteers have donated a total of 2,123 hours in assisting the Organization with its fundraising, special projects and program services. Theses contributed services are critical to the success of the organization's mission, but do not meet the criteria for recognition in the financial statements.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2016

NOTE 2 – Concentrations:

The Organization received 19% of its support from one source for the year ending June 30, 2016. Management does not believe that this relationship will be terminated.

NOTE 3 – Retirement Plan Expenses

The Organization sponsors a 403(b) pension plan for its employees. Under the plan employees may voluntarily contribute up to the IRS maximum contribution. The contribution applies to individual accounts issued to each participant. The Organization does not regularly contribute to this plan. However, the Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organization's 403(b) plan. After each full year of contributing at least the minimum 3%, the Organization will deposit \$250 into the employee's retirement plan account for full time employees and \$125 for regular part time employees. Contributions made to the plan by the organization for the year ended June 30, 2016 were \$500.

NOTE 4 – Fundraising - Gaming:

Fundraising revenue is from regularly scheduled bingo and poker games, is reported net of fundraising expenses are as follows:

	<u>Bingo</u>	<u>Poker</u>	<u>Total</u>
Revenue – Gaming	\$140,206	\$13,916	\$154,122
Expenses – Gaming	133,486	350	133,836
Net Income – Gaming	<u>\$6,720</u>	<u>\$13,566</u>	<u>\$20,286</u>

At June 30, 2016 the Organization held \$22,530 in funds for future cash payouts and taxes.

NOTE 5 – Net Assets:

Unrestricted net assets include net assets whose use is not restricted by donors.

Temporarily restricted net assets include net assets whose use is restricted by the donor with specific time or purpose limitations. The Organization's policy is to report donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support, as there is no effect to reported restricted net assets.

-Continued on next page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2016

NOTE 5 – Net Assets - continued:

Net assets restricted by time or purpose at June 30, 2016

Teen Information for Parenting Success	\$	22,105
Adolescent Wellness		12,500
Greater Derry Family Outreach		10,000
Active Parenting		<u>2,199</u>
 Total asset restricted by time or purpose	 \$	 <u>46,804</u>

Note 6 – Lease Agreement:

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of \$1 each January 1. The term of the lease is for twenty years through December 31, 2030. All utilities, repairs, maintenance and improvements are the responsibility of the Organization. The Organization has prepaid the total \$20 due under the terms of the lease.

Note 7 – Subsequent Events

Subsequent events have been evaluated thru October 15, 2016, which is the date the financial statements were available to be released. Management has determined that there were no material events that would require disclosure in the Organizations financial statements through this date.

**The UPPER ROOM, a Family Resource Center
BOARD OF DIRECTORS**

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 3/2017

The full board meets 4th Tuesday at 6PM.. The Executive Committee meets monthly. Finance Committee meets at least quarterly with monthly reviews.

Brenda Guggisberg, Executive Director

Jeremy Lane, President

Jacob D Wiesmann, Past President

Emily Whalen, Vice President

Michael Gallagher, Treasurer

Charlene Puzzo, Secretary

Gale Stanley

Marcia Briggs

Justin Krieger

Julie Abbott

Alexis Brophy

Kathy Schubert

Advisory Board

Anne Engelhardt

NICOLE SMITH MARTIN

EDUCATION:

HIGH 5 ADVENTURE LEARNING CENTER – BRATTLEBORO, VT
APRIL AND MAY 2011

Adventure Basics

An Experiential Education Approach to Bullying and Conflict Resolution

AUGUST 2013

Beyond the Basics (Level 2)

UNIVERSITY OF MASSACHUSETTS – AMHERST, MA
SPRING 1999

International Conservation - Graduate Level

NORTH CAROLINA STATE UNIVERSITY – RALEIGH, NC
SUMMER 1995 THROUGH SUMMER 1997

Wildlife Conservation Biology - Undergraduate and Graduate Level

CLARK UNIVERSITY – WORCESTER, MA
GRADUATED 1990

Bachelor of Arts

**WORK
EXPERIENCE:**

FACILITATOR FOR TAKE CONTROL

UPPER ROOM – DERRY, NH

MAY 2016 – PRESENT

- Facilitate groups of youth in dealing with anger and conflict resolution
- Write reports about how the youth did throughout the workshop for the court system to review

EXPERIENTIAL EDUCATION FACILITATOR

PINNACLE – KENSINGTON, NH

MAY 2015 – PRESENT

- Facilitate groups from youth to adult to work on leadership, communication and teambuilding skills using initiatives and high ropes course
- Work with youth from low income areas of Boston to become leaders

EXPERIENTIAL EDUCATION FACILITATOR

THE BROWNE CENTER – DURHAM, NH

MARCH 2012 – PRESENT

- Facilitate groups from youth to adult (including people with disabilities and special needs) to work on fears, leadership, teambuilding, and communication skills using initiatives, low and high ropes course
- Set up and teach belay systems (P-bus and team belay)

EXPERIENTIAL EDUCATION FACILITATOR

YMCA - CAMP TAKODAH – RICHMOND, NH

AUGUST 2012 – PRESENT

- Facilitate youth groups (including people with special needs and disabilities) in one day and weekly workshops to work on leadership, communication, fear and teambuilding skills using initiatives, a low and high ropes course
- Facilitated programs with low income families

INTERN

THE BROWNE CENTER – DURHAM, NH

JULY 2011 – DECEMBER 2011

- Shadowed more than 25 experiential education programs
- Co-facilitated 4 programs
- Maintain challenge course and inventory
- Program administration - EPR's, health forms, and data entry
- Helped prep items for corporate programs
- Design flyers, thank you and facilitating cards

VETERINARY TECHNICIAN

DR. LICHTENBERG ANIMAL HOSPITAL – PELHAM, MA

SEPTEMBER 1999 – AUGUST 2001

- Perform laboratory tests, administer vaccinations and medications
- Assist with surgery, take and process x-rays
- Scheduling and clientele relations

NICOLE SMITH MARTIN

GRAPHIC DESIGNER

**JEUNIC (SOLE PROPRIETORSHIP) – NJ, NY, CT, NC, MA AND NH
DECEMBER 1990 – 2003**

Owner and operator of graphic design business with a clientele consisting of many diverse corporations and nonprofit organizations including the Environmental Defense Fund, IBM, New York Times, National Basketball Association, and Harper Collins Publishers. My company fulfilled all of their graphic communication needs including:

- Design and layout/production through printing of annual reports, corporate brochures, newsletters, stationary and corporate image
- Direct client contact and interaction on all phases of projects
- Oversee printing production from mechanicals through film negatives to final 1-5 color printed project
- Black and white photography and developing
- Daily running of operations and maintain company accounting

**VOLUNTEER
EXPERIENCE:**

HEAD COACH GIRLS U9 AND U11 LACROSSE

**AMHERST LACROSSE CLUB – AMHERST, NH
MARCH – JUNE 2011, 2012, 2013**

- Teach 1st to 6th graders how to play lacrosse
- Prepare the girls for games
- Teambuilding activities
- Coached them to second in state for U9 division in 2011, third in state 2012, ninth in state 2013 for U11 division

COACH BEGINNING GIRLS LACROSSE

**AMHERST LACROSSE CLUB – AMHERST, NH
MARCH – JUNE 2009, 2010**

- Teach preschool and kindergarteners the beginning and basic skills in girls lacrosse

ASSISTANT FACILITATOR

**GILSUM ELEMENTARY SCHOOL – GILSUM, NH
MAY- JUNE 2011**

- Set up and take down climbing wall apparatus
- Facilitate elementary students on the rock wall

VICE PRESIDENT

**MONT VERNON PTA – MONT VERNON, NH
JULY 2010 – JULY 2012**

- Coordinate events for students, staff, and families
- In charge of fundraising for \$12,000 yearly budget
- Increase communication between school staff, families and community
- Give presentations to community

PRESIDENT

**MOMS CLUB OF AMHERST – AMHERST, NH
JUNE 2007- JUNE 2008**

- Successfully organize and run a club of 75 members
- Schedule events for mothers and children
- Design and publish monthly newsletter
- Fundraising, community service projects, supporting local charities

FULL-TIME VOLUNTEER

**PRO CARNIVOROS – EMAS NATIONAL PARK, BRAZIL
FEBRUARY 2001**

- Radio-telemetry and GPS position plotting of jaguars, puma, tapirs and peccaries
- Conduct and record field observations of various mammals including maned wolves, giant anteaters, tapirs, armadillos, rheas, jaguars, puma, foxes, and red deer

S K I L L S :

FLUENT IN FRENCH, PROFICIENT IN COMMON PC AND MACINTOSH OFFICE AND GRAPHIC DESIGN APPLICATIONS, INTERNATIONAL TRAVEL

I N T E R E S T S :

PHOTOGRAPHY, SCUBA DIVING, GARDENING, HORSEBACK RIDING, CAMPING, SKIING AND HIKING

Diane Casale, CPS
603-437-8477 x14
36 Tsienneto Road Derry, NH 03038
Professional Experience

1993- present The Upper Room, Family Resource Center, Inc. Derry, NH

July 1994- present Program Coordinator, Greater Derry Juvenile Diversion Program

January 2011- present 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 youths 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 and Marketing Specialist, as well as, AWP Coordinator.

- Coordinate the volunteer and internship program for the agency.

Accomplishments

- 22 years coordinating Greater Derry Juvenile Diversion
- Incorporation of community resources:
 - Challenge Course
 - Y.E.S. (Youth Education on Shoplifting)
- 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, Vice Chair (present) 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-present*
 - Strategic Planning Committee- 2013-present*
- 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 September 2009 to June 2011
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

Elaina Wheaton

36 Tsienneto Road
Derry, NH 03038
603-437-8477 x19

Education: University of Massachusetts, Boston, MA
Masters in Elementary Education,
4.0 Grade Point Average, December 1993

State Board of Education, New Hampshire
Experienced Educator Certificate

Number: 90664 Endorsement: 1810 Valid: 6/30/2014 – 6/30/2017

Professional Experience:

The Upper Room, A Family Resource Center, Derry, NH

Instructor / HiSET Options Course

9/06 – Present

- Develop and implement curriculum through a variety of resources to effectively promote academic preparation for the New Hampshire High School Equivalency Test
- Strengthen student academic skills as well as provide tutoring, support services, employment connections, and resources needed to achieve career and personal goals
- Welcome various community members into the classroom to provide students with direct contact opportunities for collaboration, networking, and support

Executive Assistant / Medical Billing Specialist

9/14 – Present

- Manage all billing functions, including submission, and filing
- Assist with projects requested, either through the Upper Room Programs or through ED or Operations Coordinator
- Act as point of contact for all billing questions. Assist with HIPPA notification.
- Assist with registrations for specific programs when asked by Program Coordinator.
- Make copies, and program packets for specific events.
- Assist ED, OC or Marketing in projects.
- Develop TY's for donations, assist with events as needed.

Active Parenting Facilitator

Active Parenting of 5 – 12 year olds ,Teens, & Crossroads

3/07 – Present

- facilitate workshop for parents of young children, and teens, to support their goals for raising healthy children
- provide training of skills and solutions for everyday parenting issues, as well as encourage support and build relationships between fellow participants
- refer parents to resources and information to meet family's needs

Challenge Course Facilitator

Lead Facilitator

2010 – Present

- facilitate evidence based workshop designed to educate teens on the consequences of substance use.
- provide education and support for youth and encourage critical self evaluation to empower youth to make positive behavioral changes.
- conduct intake and exit interview with student and parents
- Administer to students the Substance Abuse Subtle Screening Instrument (SASSI) during the intake process
- provide students with a comprehensive written report with the results from the SASSI (Substance Abuse Subtle Screening Inventory) and recommendations for future growth.

Upper Room Parenting Support Facilitator

2009 – Present

- Act as initial point of contact for families, to assist with support, information needed to increase parent skills, and increase parent child communication
- Offer education about risk factors, adolescent trends related to behaviors, drugs, relationships, technology
- Provide developmentally, topic based counseling, parent education, and access to resources and referrals
- Refer parents/grandparents/caretakers to parenting classes and support within TUR and outside as well

Take Control Facilitator / Teen Anger Management Course

8/07 – Present

- facilitate evidence based workshop for teens who have difficulty handling their anger
- provide training of skills and tools for youth to use to stay in control of their emotions
- provide written recommendations, resources, and referrals upon completion of course to participants, their families, and Adolescent Wellness Coordinator Program Coordinator

Additional Professional Activities:

Attended: NH Governor's Summit on Substance Use Prevention, May 2016, "Mental Health First Aid Training" June 2015, "Challenges to Adult Ed. Students" Workshop, 3/2015, "Family Strengthening & Support Certification", April 2015 & May 2016, "Connect: Suicide Prevention Training", 1/2015, Adult Ed. Summer Math Institute, 6/2014, 6/2015, 6/2016, "Digging Into the Common Core State Standards" Wkshp, 10/13, "HiSet Teacher Training", 6/13, "The Thoughtful Classroom" Hybrid On-Line Course, Jan.- April 2016, "Strategies For Successful Students" Hybrid On-Line Course, Jan.-May 2015, "Motivating All Learners" Hybrid On-Line Course, Jan.-May 2014, "Crisis Prevention/Intervention Training", Nov. 2014, "Practical Strategies for Working with Difficult Students" Hybrid On-Line Course, Jan.-May 2013, "Face To Face On-Line Course Sessions", 5/13 & 3/13, "Overview of 2014 GED Test, Subject Areas, Technology, & Webbs Depth of Knowledge" Webinars 1/13-2/13, "Certified Challenge Facilitator", 4/12,

“Understanding Bullying”, 6/11, Stop the Bullying”, 2/11, Annually Participate in
The Upper Room “All Staff Training Day” – 2006 – 2016,

Member of: Southern New Hampshire Human Service Council

Cheryl A Fruin
The Upper Room
36 Tsienneto Rd
Derry, NH 03038
(603) 437-8477 x15

Education **Rivier College** Nashua, NH (2006-2008)
Master of Arts in Teaching Mathematics
4.0 GPA

University of Lowell Lowell, MA
Bachelor of Science in Business Administration
Magna cum Laude
National Merit Scholarship Recipient

Experience **The Upper Room** Derry, NH (January 2017-Present)
Adolescent Wellness Program Coordinator

The Upper Room Derry, NH (2016-Present)
Youth Educational Shoplifting Program Coordinator

The Upper Room Derry, NH (2015-Present)
Mathematics Tutor, HiSET Program

Pinkerton Academy, Derry, NH (2010-2015)
Mathematics Teacher
Algebra 1 and Integrated 3

PBIS committee member (2011-2015)
Assisted in the implementation of the PBIS
(Positive Behavioral Interventions and Support) framework.
Collected data to guide the team's direction and focus.

Technical Liaison to the Mathematics Department (2014-2015)
Assisted staff members with technical questions regarding
Software. Demonstrated the use of new technologies.
Planned and executed workshops regarding technology in the
Classroom.

Londonderry High School, Londonderry, NH (2008-2010)
Mathematics Teacher
Pre-Algebra and Algebra 1

Londonderry Middle School, Londonderry, NH (2008)
Student Internship
Mathematics Grade 7

Susan Lynn Schick, MA
36 Tsienneto Road, Derry NH 03038
603.437.8477 Email: sschick@urteachers.org

Education:

Antioch New England Graduate School, Keene, NH. MA Degree, Counseling Psychology. 5/98.
Eastern College, St. Davids, PA. Concentration: MA in Counseling. 1/94 – 12/94
Keene State College, Keene, NH. BA, Psychology. 5/90

Related Work Experience:

The Upper Room – A Family Resource Center, Derry, NH. 9/02 – present
Preventative Counseling Services therapist

Short-term mental and behavioral health counseling for individuals, families, co-parents and teens. Anger Management Assessment.

Parent Education Coordinator

Administrative responsibilities for provision of Parent Education classes and supports for parents and caregivers of children ages 0 – 18.

Manchester Mental Health Center – Child and Family Services, Manchester, NH. 11/98 – 6/00
Therapist Individual and family counseling home based services. Also, facilitation of parenting and children of alcoholics groups.

Southeastern New Hampshire Services, Dover/ Rochester, NH. 9/96 – 5/98

Intern Counselor Outpatient and Incarcerated substance abuse rehabilitation. Domestic Violence counseling. Group and individual therapy.

The Portsmouth Pavilion, Portsmouth, NH. 95/98

Milieu Counselor. Inpatient Mental Health treatment. Adolescent, adult and geriatric. Emphasis on group therapy.

Town Pride Works, Philadelphia, PA. 92/93

Case Manager/ Job Placement Specialist Individual/ Group counseling for homeless population with focus on gaining employment and obtaining stabilized living.

The Learning Clinic, Brooklyn, CT. 90/91

Residential Case Manager/ "houseparent" Learning Disabled and Emotionally Disturbed adolescents. Treatment included positive role modeling, effective discipline and providing a positive social/ behavioral structure.

Affiliations:

Family Support New Hampshire – board member
Southern New Hampshire Human Services Council - member
American Mental Health Counseling Association – member
Seacoast Family Promise - volunteer
Exeter Congregational Church – volunteer Deacon

PROFESSIONAL OBJECTIVE

To acquire a position with The Upper Room

EDUCATION

Master of Education, School Counseling, Rivier College, Nashua, NH

May 2012

Graduate Certificate, Multicultural Counseling, Rivier College, Nashua, NH

January 2012

Master of Arts Degree, Health Care Administration, Framingham State College, Framingham, MA

Bachelor of Science Degree, Health Sciences, Boston University, Boston, MA

LICENSURES

School Counselor, Grades K-12, New Hampshire and Massachusetts

ASCA "School Counseling Legal and Ethical Specialist"- certification in process

Certification, Family Mediation and Juvenile Services, Atkinson, NH April 2009

HIGHLIGHTED ACCOMPLISHMENTS

- Frequently sought out by students due to established bond and building of trust
- Develop partnerships with students so that they recognize the value of participation in individual and group work
- Focus on supporting students to identify personal strengths, values, and skills, knowing it enhances academic, social and emotional abilities
- Employ different strategies to individualize counseling approach in recognition of students' needs and goals
- Able to identify students in need of specific learning supports and employ counseling skills through collaboration with parents, student and others in successful implementation of these

SCHOOL COUNSELING EXPERIENCE

Timberlane Regional School District, NH

September 2011-May 2012

Intern, Sandown North Elementary School, Sandown, NH

Participated in weekly universal and target team meetings to develop school-wide initiatives addressing specific behavior concerns as well as identifying counseling needs of individual students; Led and co-led rigorous classroom guidance programs; Responsible for individual student case load; Participated in special education process.

- Directly involved in identifying student behaviors and rewarding or educating students to remediate behaviors; comfortable with providing redirection and education
- Led groups of 3-5 students needing support with social skills and sportsmanship through use of role playing
- Co-led a writing group for students with social challenges, helping participants to identify personal goals and values; as a result a student emerged as leader in other settings
- Led groups for students needing help with regulation of emotion and conflict resolution; executed an activity to design a "remote control" that served as a reminder of learned strategies
- Supported students to implement accommodations defined in 504 plans and IEPs in situations during individual and group counseling, daily learning situations and statewide testing

Special Project:

- Compiled resource book containing more than 100 classroom lesson plans and activities consistent with guidance and school curriculums on such units as bullying, feelings, peer pressure, relationship development, character development and diversity

SCHOOL COUNSELING EXPERIENCE

Intern, Timberlane Regional Middle School, Plaistow, NH

Participated in weekly team meetings to develop and implement guidance programs and identify students in need of support; Led and co-led groups; participated in special education process

- Co-led daily group focusing on organizational skills and social skills specific to middle school age students
- Significant experience working with Adjustment Counselor and students identified as Emotionally Handicapped (EH) which informed my understanding of challenges managed by these students
- Improved counseling skills and gained better understanding of gender issues through observation of student counseled about sexual identity
- Attended parent meetings to review special education assessments and development of 504 plans and IEPs
- Participated in organization of parent open house and description of services provided by guidance department
- Experience with Powerschool and its utilization for scheduling and data collection
- Experience with transitioning students to and from middle school

Intern, Timberlane Regional High School, Plaistow, NH

Participated in weekly department meetings, special education team meetings and parent meetings

- Acquired greater understanding of the needs of high school students by working individually with each guidance counselor and individual students
- Participated in meetings to organize and prepare for student course selection process
- Learned various organizational systems to manage students' course selection and credits relative to graduation requirements and secondary educational goals and career plans
- Participated in school lock-down drill

OTHER STUDENT EXPERIENCE

Youth Committee Member, Temple Emanu-El, Haverhill, MA

September 2013-Present

- Work with middle and high school-age students to plan, schedule and organize events at local, regional and national level
- Support students in maintaining expectations regarding responsibility, accountability and communication

Teacher, Temple Emanu-El, Haverhill, MA

September 2007-Present

- Held this position consistently with the exception of the 2011-2012 school year
- Teach 5th and 6th grade classes by developing classroom lessons facilitating discussion in a respectful atmosphere on curriculum pertaining to understanding values, how to make choices and responsibility
- Continue to sharpen classroom management strategies, including accommodating students with special needs such as Aspergers, Autism, ADD, Mood Disorders and various learning styles

Tutor, Up Academy Lawrence Middle School, Lawrence, MA

December 2012-June 2013

- Acquired greater understanding and appreciation of cultural and socio-economic diversity, especially as effects the education process

Family Mediator, Family Mediation and Juvenile Services, Atkinson, NH

2009-2010

- Worked with co-mediators and families of middle and high school-age children to implement strategies to better manage family conflicts and improve communication skills

PROFESSIONAL MEMBERSHIPS

- American School Counselor Association (ASCA)
- New Hampshire School Counseling Association (NHSCA)

Brenda Guggisberg

bguggisberg@urteachers.org

603-244-9368

Experience: August 2016 – Current

Executive Director

- Oversight of operations and HR functions.
- Oversight of PR and agency relations.
- Develop and manage budgets.
- Oversee grants and development.
- Development of staff and programs.
- Oversight of building site, safety and improvement plans.
- Advocate and support children and families, including development of relationships with those entities that adapt policy that impacts the lives of children and families.
- Development of Board, and Strategic Plans
- Develop and maintain strong relationships with funding sources.
- Develop relationships with community partners.
- Collaborate to provide services that are unique and meet the community needs.

Interim Executive Director November 2015-August 2016

September 2006 –November 2015

HiSet Administrative Program Coordinator/Guidance Counselor

- Coordinate supports and services for students.
- Develop program policies and practices to meet the needs of Pinkerton Academy Options program , and The Upper Room.
- Facilitate and coordinate intake and assessments for incoming students seeking HiSet/High School Equivalency services, to address educational needs and to manage personal barriers to a students success so that they may more fully participate.
- Foster services with Employment Security and other employment agencies.
- Coordinate Life Skills /Career Pathways component of the program to provide basic competencies for young adults, to include career exploration and college investigation.
- Develop relationships with Community College Admissions, for ease of support to students.
- Collaborate with other area services when students have additional needs outside the program.
- Develop program to meet the needs of the students .
- Provide supervision to classroom instructor and tutors, including staff development and training needed to support staff in the program.
- Market and promote the program.
- Analyze and assess curriculum to develop strong test preparation programming.

- Offer pretesting and screening services to all interested students.
- Provide referrals and consults for students requiring additional supports to obtain their HiSet/High School Equivalency.
- Facilitate the HiSet/High school Equivalency Team meetings.
- Provide documentation and program reports to secure funding.
- Collaborate with other HiSet programs to develop positive systems for students coming in to program, and appropriate referrals to area schools or agencies.

December 2011-June 2016

Administrative Coordinator/Parent Educator

- Facilitate Parenting classes and groups
- Offer parenting resources and referrals based on parent need

Administrative Operations Coordinator 2011- 6/2016

Food Pantry

Building Operations/Maintenance/Contracts

Loss Management/Safety

December 2002 – July 2009 The Upper Room, Family Resource Center

Program Coordinator TIPS (Teen Parenting Program)

- Facilitate school and community based educational program for pregnant or parenting teens and young adults.
- Offer individual support to people seeking resources and referrals.
- Coordinate, and organize a monthly “Learn and Shop” event for teens participating in the program.
- Facilitate/coordinate prevention workshops for teens and/or their parents.
- Assist individuals in seeking the resources they need to be most effective as parents and students.
- Implement and facilitate a teen pregnancy and parenting curriculum to teens participating in the program.
- Oversee a children’s enrichment segment of the program, so that children of the teen parents are offered enriching activities, reading, and opportunities for group play.
- Supervise childcare staff and volunteers.
- Complete grant reports and documentation requirements to secure funding.
- Facilitate collaboration group to support teen parents in the Southern NH region.
- Provide the educational information for Pinkerton Academy to provide an approved course for study at Pinkerton.

Education: 1995 M. S. Ed. Guidance and Counseling, Russell Sage College, Troy, NY
1987 B.S. Psychology, Minor: Early Childhood Education,
Elmira College, Elmira NY

Other Related:

Creating Systematic Support for Students with Emotional/Behavioral Challenges Burlington VT 1999
Department of Education VT, Special Education Eligibility 2000
School Law Course, St. Michael's Burlington VT Spring 2000
Mentors make a Difference, Burlington VT 2000
Schools Against Violence Workshop, Newark NY 2002
Mandated Reporting Course, Canandaigua, NY 2002
Stress Management for Women Portsmouth NH 2004
Microsoft Training Session Derry, NH 2004
Understanding Infant Adoption Workshop, Derry NH 2005
Love? Belonging? Hook-Ups? What about teen relationships
Portsmouth NH 2007
Reducing the Risk: Building Skills to Prevent Pregnancy, STD's and HIV Curriculum Concord, NH 2007
Workforce Readiness, Preparing our students Concord, NH 2007
Active Parenting Total Derry, NH 2006
Active Parenting Cooperative Divorce and Parenting Derry, NH 2007
Time Mastery Workshop 2008
Stress Reduction for Counselors 2008
Heads Together Conference/Workforce Readiness 2009
Human Service Ethics Training March 30, 2009
Active Parenting for Stepfamilies Leader Training Workshop May 4, 2009
Adult Ed Conference Concord, NH October 2009
UNH Attachment/Working with Difficult Students Conference Manchester, NH December 2009
Shared Youth Vision Conference Concord, NH January 2010
Community Connections/PowerPoint 3/29/2010
Focus on Student Health: Tips for Health and Wellness Educators August 5, 2010
College 101: A Workshop for the New Guidance Professional September 24, 2010
Understanding the Frontal Lobes: Emotional Regulation, Social Intelligence and Motivation 10/4/10
New Hampshire Conference for Adult Educators October 30, 2010
NH Adult Ed Conference 10/11, HiSet Training 8/2013
NH Adult Ed Conference 10/12 Webbs Depth of Knowledge Online workshop 2013
Practical Strategies for working with Difficult Students Hybrid Course 1/13-6/13
NH Adult Ed Conference 10/14, Math Training 3 Day Workshop 6/2014, Suicide Prevention Training 1/2015
Suicide Prevention Training 1/2015
Motivating Students Hybrid Course through NH Adult Ed 1/15 - 4/15
Mental Health First Aide Course 6/19/15
OMB Guidelines/Audit Information, Center for Non Profits 12/4/15
Understanding Advocacy as an Essential Board Function 2/29/16
Grant Development Enterprise Bank -3/2016
Developing DHHS Contracts September 2016
The Sustainability Mindset, Concord, NH 2/2/17

KATHRYN BRIGGS
kate.briggs@gmail.com
617.755.0555

SUMMARY

Communications professional with extensive publishing, production, and project management experience. Strong writing, organizational and planning skills deployed with enthusiasm, with a focus on deadlines. Skilled in Spanish. Track record of completing projects on schedule and on budget. Earned social media certificate November 2015.

PROFESSIONAL EXPERIENCE

Editor, Somerville, MA 1999–present

Manage copyediting and proofreading projects for diverse client list, including: textbooks, ancillaries, and catalogues for Cambridge University Press, Cengage Learning, Houghton Mifflin College Division, Thomson Heinle, Holt McDougal, O'Reilly and Associates, McGraw-Hill, Pearson Education, eXplio.com, Wiley Publishing, and Pogue Press. Subjects include Spanish, English as a Second Language, business, psychology, computer programs, biology, educational pedagogy, political science, and U.S. History.

- Developed and edited all content for Student Activities Manual for Barceló, *Nuestras Culturas*.
- Edited content and proofread 500-page U.S. History college textbook *HIST*; wrote all glossary entries.
- Copyedited *Frommer's Moscow & St. Petersburg*, 3rd edition.

Massachusetts Institute of Technology Annual Fund, Cambridge, MA

Assistant Director, Marketing and Participation

2011–2014

Managed direct mail solicitations for the MIT Annual Fund: project management, production and proofreading of 20+ projects per year. Shared supervisory responsibility of a production assistant.

- Highest visibility project: annual letter from MIT's President to all living MIT alumni. Coordinated follow-up e-solicitations for each mailing. Brainstormed solutions to creative projects to achieve Fund goals.
- Wrote solicitations: letter to parents of incoming students, letter from Fund Board chairman, postcard profiles of current students, novel uses for address labels.
- Analyzed the performance of direct mail pieces and determined return on investment.

Brandeis University, Waltham, MA

Department Coordinator

2010–2011

Supported two busy Deans in the Office of Study Abroad and the office of Academic Services. Scheduled meetings, sent out student records, did the intake for 600 students to study abroad in Studio Abroad database.

Pearson Education, Curriculum Group, Boston, MA

Short-term Project Marketing Specialist

2008–2010

Gathered cover and author information for 17,000 books to enter the ONIX system to be sold on Amazon.com; that information then populated Pearson database system. Supplied production assistance to busy Marketing Director; prepared for Summer Sales Meeting; created Summer Sales Calendar.

Editor, World Languages

Edited Level 1 copyright update for *Realidades* high school Spanish textbook. Modified *Realidades* textbook activities for digital path project *realidades.com*. Managed freelancers to write and proofread *Ecce Romani* Latin student website.

- Collected and organized all content for long-awaited *Ecce Romani* Latin teacher website.
- Wrote script for annual employee recognition awards ceremony.

Holt McDougal, a division of Houghton Mifflin Harcourt, Boston, MA

Production Coordinator

2004–2008

Scheduled and coordinated the workflow of three departments and ten vendors to produce high school mathematics and Spanish textbooks, workbooks, and digital learning products. Provided guidance to domestic and Indian editorial and composition vendors.

- Implemented schedules and tracked 100+ separate Math ancillary components from manuscript to published book.
- Managed the production of 45 Spanish workbooks under tight time constraints.
- Planned and coordinated seven employee engagement activities through Editorial Advisory Board position.

PRESENTATIONS

INTIX Presenter: designed and presented seminar: “Engage with Email” at professional development conference, January 2006

EDUCATION

BA, Spanish Language and Literature and Art History, New York University, College of Arts and Science
New York University in Madrid, 1 semester

TRAVEL

Extensive travel includes Kazakhstan, Turkmenistan, Mexico City, Lima, Moscow, St. Petersburg, Rio, Seoul, Kyoto, Eastern Europe.

COMMUNITY WORK

Docent, Boston By Foot, 2013-present: give 90 minute tours of Back Bay.

Tour Guide, Boston Ballet, 2005-2013: gave backstage tours of the Opera House and Boston Ballet studios.

COURSES

Social Media Certificate, Middlesex Community College, November 2015: 8-week course covering business uses of LinkedIn, Pinterest, Facebook, and Twitter.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

The Upper Room, A Family Resource Center

Name of Program/Service:

Adolescent Wellness Program

BUDGET PERIOD:	FY 17	3/1/17- 6/30/17	
Name & Title Key Administrative Personnel	Annual Salary of Key Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brenda Guggisberg, Executive Director	\$64,480	1.80%	\$1,116.00
Cheryl Fruin, AWP Coordinator	\$20,800	34.70%	\$7,200.00
Susan Schick, PCS Therapist	\$20,904	10.00%	\$2,180.00
Diane Casale, Rejuven8 & Operations Coordinator	\$45,240	7.00%	\$3,132.00
Elaina Wheaton, Challenge Facilitator	\$34,618	8.00%	\$2,775.00
Sheila Allen, Challenge Co-Facilitator	\$1,740	50.00%	\$870.00
Nicole Smith Martin, Take Control Facilitator	\$1,530	50.00%	\$765.00
Sheila Allen, Take Control Co-Facilitator	\$1,530	50.00%	\$765.00
Sharon Bray, UR Parents Facilitator	\$2,200	36.00%	\$792.00
Susan Schick, Anger Management Assessor	\$2,500	50.00%	\$1,250.00
CSLO Facilitator, TBA	\$7,800	34.70%	\$2,700.00
Finance, TBA	\$14,490	5.30%	\$756.00
Kate Briggs, Marketing	\$27,300	2.80%	\$756.00
Andrea Younie, Data Base Specialist	\$3,900	7.00%	\$270.00
TOTAL SALARIES			\$25,307.00

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

The Upper Room, A Family Resource Center

Name of Program/Service:

Adolescent Wellness Program

BUDGET PERIOD:	FY 18		
Name & Title Key Administrative Personnel	Annual Salary of Key Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brenda Guggisberg, Executive Director	\$64,480	5.00%	\$3,224.00
Cheryl Fruin, AWP Coordinator	\$20,800	100.00%	\$20,800.00
Susan Schick, PCS Therapist	\$20,904	28.70%	\$6,000.00
Diane Casale, Rejuven8 & Operations Coordinator	\$45,240	19.93%	\$9,016.00
Elaina Wheaton, Challenge Facilitator	\$34,618	16.00%	\$5,550.00
Sheila Allen, Challenge Co-Facilitator	\$1,740	100.00%	\$1,740.00
Nicole Smith Martin, Take Control Facilitator	\$1,530	100.00%	\$1,530.00
Sheila Allen, Take Control Co-Facilitator	\$1,530	100.00%	\$1,530.00
Sharon Bray, UR Parents Facilitator	\$2,200	100.00%	\$2,200.00
Susan Schick, Anger Management Assessor	\$2,500	100.00%	\$2,500.00
Susan Schick, Parent Ed. Coordinator	\$4,576	50.00%	\$2,288.00
TBA, Finance	\$14,490	15.08%	\$2,184.00
Kate Briggs, Marketing	\$27,300	8.00%	\$2,184.00
Andrea Younie, Data Base Specialist	\$3,900	2.00%	\$780.00
TBA, CSLO Facilitator	\$15,000	50.00%	\$7,500.00
TOTAL SALARIES			\$69,026.00

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-3 (Youth Council)

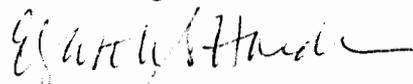
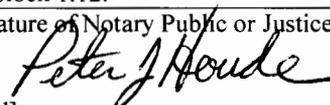
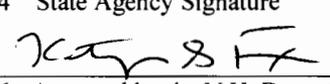
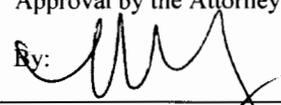
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-598-1703 FAX C. 884-1090	1.6 Account Number 05-92-920510-33820000	1.7 Completion Date June 30, 2018	1.8 Price Limitation 181,049
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth C. Houde, Executive Director	
1.13 Acknowledgement: State of NH , County of Hillsborough On April 13, 2017 , 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]		MY COMMISSION EXPIRES FEB 28 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Peter J. Houde, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
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:  Megan A. Vane Attorney On: 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Substance Misuse Prevention Direct Services, RFP-2017-BDAS-01-Subst-3 (Youth Council)

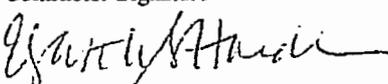
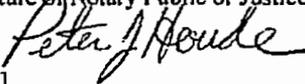
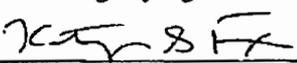
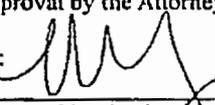
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-598-1703 FAX O. 889-1090	1.6 Account Number <i>gms</i> 05-95-49-491510-2989 05-95-92-920510-3382	1.7 Completion Date June 30, 2018	1.8 Price Limitation 181,049
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Houde, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 13, 2017</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]		MY COMMISSION EXPIRES FEB 28 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Peter J. Houde, Notary Public			
1.14 State Agency Signature  Date: <u>5/2/17</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
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>5/26/17</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.



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. The Contractor shall provide services to youth, ages ten (10) to twenty (20), who are in the Institute of Medicine (IOM) Prevention Classification categories of selective or indicated and provide parent education for parents/caregivers of the targeted population, statewide.
- 1.4. The Contractor must maintain necessary coordination with the Regional Public Health Networks and public and private agencies providing services to the target population and must maintain a depth of knowledge on community services agencies that are available to youth and parents/caregivers including but not limited to mental health providers, primary care providers, alcohol and other drug prevention, treatment and recovery services, juvenile diversion network programs, and housing services.
- 1.5. The Contractor shall ensure all funded schools will utilize a universally applied evidence based screening tool for youth referred to the program. The evidenced based screening tool must be approved by the Department and all staff utilizing the screening tool receives appropriate training in its use and utility.
- 1.6. The Contractor shall ensure appropriate referrals to community providers as indicated by the individual screening. The contractor shall develop and maintain protocols for referrals to appropriate providers and have such protocols available to the Department upon inspection
- 1.7. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.8. The Contractor shall have current knowledge of how to maintain funding separate streams of funding for this and other projects.

2. Scope of Work

- 2.1. The Contractor shall provide evidenced informed substance misuse prevention direct services that are designed for targeted populations with the goals of reducing risk factors while enhancing protective factors to positively impact healthy decisions around the use of substances and increase knowledge of the consequences of substance misuse and abuse.

2.2. Project Success

The Contractor shall ensure it administers the student assistance program modeled after Project Success and its program components to youth with a focus on youth at higher risk for developing a substance use disorder and their parents/caregivers.

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Exhibit A

- 2.3. Project Success components include:
- 2.3.1. Individual screening of youth referred to the program using an evidenced based screening tool approved by the Department;
 - 2.3.2. Referral to appropriate community providers as indicated by the individual screening. The Contractor shall work with the school to maintain/develop protocols for referrals to the appropriate provider;
 - 2.3.3. Conduct individual and group sessions.
 - 2.3.3.1. The Contractor shall conduct individual support sessions with the purpose of crisis intervention or to motivate students to participate in Project Success groups.
 - 2.3.3.2. The Contractor shall conduct group support sessions based on the Project Success social learning model with the general purpose of:
 - 2.3.3.2.1. Helping youth identify and resist social and situational pressures to use substances;
 - 2.3.3.2.2. Correct misperceptions about the prevalence and acceptability of substance use;
 - 2.3.3.2.3. Increase knowledge of the consequences of adolescent substance use;
 - 2.3.3.2.4. Teach and provide opportunities to practice resistance and coping skills; and
 - 2.3.3.2.5. Identify barriers to using the skills or adopting healthy attitudes and choices regarding substances.
 - 2.3.3.3. There are ten (10) different groups that make up the Project Success model that are outlined in the Implementation Manual that will be supplied by the Department to the Contractor.
 - 2.3.3.4. If not already existing, both the Newcomers Group and the Children of Substance Misusing Parents/Caregivers shall begin in year one (1) of the grant with recruitment and facilitation of the other eight (8) groups beginning in year two (2).
- 2.4. The Contractor shall provide parent/caregiver education services with topics that include, but are not limited to:
- 2.4.1. Developmental information regarding the adolescent brain and how the use of substances affect the developing brain;
 - 2.4.2. Skills for communicating with teens; and
 - 2.4.3. How perception of disapproval and increased parental monitoring impacts use by adolescents.
- 2.5. The Contractor shall provide alcohol and other drug prevention education to students during transitional years such as those in the 7th or 9th grades. The Contractor shall seek approval for the evidenced-based Prevention Education Curriculum, such as Project Alert, it will use.



Exhibit A

- 2.6. The Contractor shall conduct a minimum of three (3) school and/or community centered universal strategies such as Red Ribbon Week for each year of funding under this contract. The Contractor may utilize existing school groups and community resources to enhance and meet this requirement.
- 2.7. The Contractor shall enhance its program through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through the Partnership for a Drug Free NH, the Regional Public Health Network, and local Drug Free Community Grantees. The contractor may utilize existing school groups and/or community resources to enhance and meet this requirement.
- 2.8. The Contractor shall ensure equal access to all programs and services funded by this contract and provide reasonable accommodations as necessary for those participants facing health disparities. Accommodations may include:
 - 2.8.1. Interpreter services;
 - 2.8.2. Materials in a varied format,
 - 2.8.3. Child care or access to affordable child care,
 - 2.8.4. Transportation or assistance with access to affordable and accessible transportation.

3. Staffing

- 3.1. The Contractor shall maintain dedicated student assistance staff that meets with the following standards:
 - 3.1.1. There must be one (1) full time equivalent student assistance program staff person to every one thousand (1,000) students. This can be prorated for schools serving less than one thousand (1,000) students. If the school is under one thousand (1,000) students the staff person must be available a minimum of two (2) days per week.
 - 3.1.2. The student assistance program counselor must obtain their certificate as a Certified Prevention Specialist (CPS) within one (1) year of assuming the position. If the staff member is unable to obtain their CPS within the year, a plan with a proposed timeline for completion is required within thirty (30) days after the end of the first of the year of employment.
 - 3.1.3. The Contractor shall maintain up-to-date records and documentation of all individuals requiring licenses and/or certifications and make available to the Department upon request.
 - 3.1.4. All student assistance program staff shall receive appropriate training in the Project Success model by individual(s) authorized by the program developer or designee.
 - 3.1.5. The Contractor shall ensure all staff assigned to this contract has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold.
 - 3.1.6. The Contractor shall ensure the Student Assistance Program counselor will participate in mandatory trainings.



Exhibit A

4. Delegation and Subcontractors

4.1. Identification and Approval

- 4.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities.
- 4.1.2. DHHS reserves the right to accept or reject the use of any subcontractor.

5. Performance Measures/Outcomes

- 5.1. As a result of participating in the programs and services funded by this contract participants shall, at a minimum, demonstrate;
 - 5.1.1. Increase in perception of harm/risk of the use of substances;
 - 5.1.2. Increase in perception of peer or parental/caregiver disapproval on the use of substances;
 - 5.1.3. Increase in parental efficacy; and
 - 5.1.4. Increase in parental communication and monitoring.

6. Deliverables/Reporting Requirements

6.1. Deliverables

- 6.1.1. The Contractor shall provide a copy of the evidenced based screening tool within thirty (30) days after its selection.
- 6.1.2. The Contractor shall provide the Department with the name of the evidenced based Prevention Education Curriculum it is providing.
- 6.1.3. The Contractor shall provide the Department with its training and development plan for program staff and volunteers upon request by the Department.
- 6.1.4. The Contractor shall evaluate current school policies related to alcohol and other drugs and move toward Best Practice School Policies using the Top 5 document developed by the Department. The Top 5 document will be provided to the Contractor by the Department.
- 6.1.5. The Contractor shall demonstrate its progress in moving toward a model school policy for alcohol and other drugs upon request by the Department.
- 6.1.6. The Contractor shall work with the Department and the Department's contracted training and technical assistance entity to ensure the core elements the student assistance program modeled after Project Success will be implemented with fidelity and seek approval from the Department on adaptations to the model.

6.2. Reporting Requirements

- 6.2.1. The Contractor, as well as any subcontractor, shall, in addition to their own reporting and evaluation requirements, comply with the Department's requirements which includes:



Exhibit A

- 6.2.1.1. Adherence to the evaluation design and administration as supplied by the Department, including individual participant evaluation and program evaluation;
- 6.2.1.2. Ensure consent from program participants for evaluation in compliance with the Department's policies and protocols; and
- 6.2.1.3. Ensure a seventy-five percent (75%) response rate from participants.
- 6.2.2. The Contractor shall administer a pre and post survey to individuals participating in group sessions at the beginning and end of the group.
- 6.2.3. The Contractor shall administer the high school Youth Risk Behavior Survey (YRBS) in the Spring of 2017 and administer a whole school survey for grades 9 through 12 developed by the Department in the Spring of 2018.
- 6.2.4. The Contractor shall ensure if a middle school is funded by this contract and the middle school does not conduct the middle school YRBS, it will administer a survey developed by the Bureau of Drug and Alcohol Services to the 7th and 8th grades in the Spring of 2017 and in the Spring of 2018.
- 6.2.5. The Contractor shall work closely with the Department and the NH Center for Excellence to use this data and other data sources to drive continuous quality improvement.
- 6.2.6. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide periodic or special reports required by the Department.
- 6.2.7. Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the Department conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
- 6.2.8. The Contractor shall ensure compliance with all data reporting requirements including, but not limited to;
 - 6.2.8.1. The ability to communicate and submit required reports via email.
 - 6.2.8.2. The ability to submit the following reports in formats approved and/or provided by the Department:
 - 6.2.8.2.1. Enter and complete monthly data reporting in the New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the previous month, e.g. July data will be entered fully by August 20th;
 - 6.2.8.2.2. Submit monthly expenditure reports for reimbursement of costs associated with contract activities by the 20th business day following the end of the previous month.
- 6.2.9. All data related exchanges, standards, policies, systems etc. may, at the sole discretion of the Department, be reviewed by the Department and/or the



Exhibit A

Department of Information Technology (DoIT) to assess conformance with Department and DoIT information security/privacy standards.

6.2.9.1. The Contractor agrees to remedy, to the satisfaction of the Department and/or DoIT, any substantial non-conformance identified.

6.3. Site Visits/Inspections

- 6.3.1. The Contractor shall allow a team authorized by the Department to conduct bi-annual site reviews that shall include program staff, the Contractor or designee, the Bureau of Drug and Alcohol Services, and a representative of the New Hampshire Center for Excellence if appropriate.
- 6.3.2. In order to assure systems are adequate to provide the contracted services, this site visit shall review, at a minimum, the Contractor's:
 - 6.3.2.1. Systems of governance,
 - 6.3.2.2. Administration,
 - 6.3.2.3. Data collection and submission,
Policies for ensuring participant confidentiality, and
 - 6.3.2.4. Financial management.
- 6.3.3. The Contractor shall make corrective actions as advised by the review team if contracted services are found to be not provided in accordance with this contract.
- 6.3.4. The Department may, as needed, inspect and evaluate the Contractor's books/ledgers to ensure that funds are separately maintained.
- 6.3.5. The Contractor shall provide documented proof that all staff conducting screening has been trained in the tool upon request by the Department.
- 6.3.6. The Contractor shall demonstrate, upon request by the Department, that programs funded by this contract maintain minimum written documentation and guidelines that include, but are not limited to:
 - 6.3.6.1. Written Student Assistance referral process;
 - 6.3.6.2. Written protocols for ensuring the protection of students right to confidentiality in compliance with 42 CFR Part 2;
 - 6.3.6.3. Letter to Parents/Caregivers to inform of any evaluation and the option to have their child opt of the evaluation;
 - 6.3.6.4. Confidential release of information form as necessary;
 - 6.3.6.5. The Youth Council intake or screening/information form;
 - 6.3.6.6. Documentation of contact with participants, parents or others involved in the student assistance program via New Hampshire Prevention Web Information Technology System (P-WITS) reporting;
 - 6.3.6.7. Written list of community resources available to children and their families; and



Exhibit A

- 6.3.6.8. Documentation that programming is culturally and linguistically appropriate for participants and that equal access is provided to individuals facing behavioral health disparities.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 and Exhibit B-2 with invoice template supplied by the State.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - Budget Form
3/1/17 - 6/30/17

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention direct Services

Budget Period: 3/1/17 - 6/30/17

1. Total Salary/Wages	\$ 34,240.00	\$ -	\$ 34,240.00	\$ 2,240.00	\$ -	\$ 2,240.00	\$ 32,000.00	\$ -	\$ 32,000.00
2. Employee Benefits	\$ 5,646.00	\$ -	\$ 5,646.00	\$ 369.00	\$ -	\$ 369.00	\$ 5,277.00	\$ -	\$ 5,277.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
6. Travel	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 567.00	\$ 567.00	\$ -	\$ 567.00	\$ 567.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 185.00	\$ 185.00	\$ -	\$ 185.00	\$ 185.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,838.00	\$ 1,838.00	\$ -	\$ 1,838.00	\$ 1,838.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ 105.00	\$ 105.00	\$ -	\$ 105.00	\$ 105.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2% indirect	\$ -	\$ 1,026.00	\$ 1,026.00	\$ -	\$ -	\$ -	\$ -	\$ 1,026.00	\$ 1,026.00
TOTAL	\$ 51,286.00	\$ 4,871.00	\$ 56,157.00	\$ 2,609.00	\$ 3,445.00	\$ 6,054.00	\$ 48,677.00	\$ 1,426.00	\$ 50,103.00

9.5%

Indirect As A Percent of Direct

esth 4/13/17

Exhibit B-2 Budget Form
7/1/17 - 6/30/18

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

Bidder/Program Name: The Youth Council

Budget Request for: Substance Misuse Prevention Direct Services

Budget Period: 7/1/17 - 6/30/18

1. Total Salary/Wages	\$ 98,400.00	\$ 98,400.00	\$ 6,400.00	\$ 6,400.00	\$ 92,000.00	\$ -	\$ -	\$ 92,000.00
2. Employee Benefits	\$ 16,225.00	\$ 16,225.00	\$ 1,055.00	\$ 1,055.00	\$ 15,170.00	\$ -	\$ -	\$ 15,170.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
6. Travel	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	\$ -	\$ -	\$ -	\$ -
Postage	\$ 263.00	\$ 263.00	\$ -	\$ 263.00	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,073.00	\$ 1,073.00	\$ -	\$ 1,073.00	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
11. Staff Education and Training	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2% indirect	\$ -	\$ 2,776.00	\$ -	\$ -	\$ -	\$ -	\$ 2,776.00	\$ 2,776.00
TOTAL	\$ 134,625.00	\$ 143,322.00	\$ 7,455.00	\$ 4,921.00	\$ 127,170.00	\$ 12,376.00	\$ 3,776.00	\$ 130,946.00

Indirect As A Percent of Direct 6.5%

ESH
4/13/17



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 Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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;



- 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.



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



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



- 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.



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 Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



- 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) *also includes Nashua High School North and Nashua High School South Nashua NH.*

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

Contractor Name:

4/13/2017
Date

Elizabeth St. Hilde
Name: *Elizabeth St. Hilde*
Title: *Executive Director*



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:

4/13/17
Date

Elizabeth Houde
Name: Elizabeth Houde
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/13/17
Date

Elizabeth G. Thorne
Name: Elizabeth G. Thorne
Title: Executive Director



**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

EJH

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4/13/17
Date

Elizabeth Houde
Name: Elizabeth Houde
Title: Executive Director

Exhibit G

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

Contractor Initials ESH

Date 4/13/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/13/17
Date

Elizabeth G. Haude
Name: Elizabeth G. Haude
Title: Executive Director



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.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



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.



Exhibit I

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

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

The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/2/17
Date

The Youth Council
Name of the Contractor

Elizabeth G Houde
Signature of Authorized Representative

Elizabeth G. Houde
Name of Authorized Representative

Executive Director
Title of Authorized Representative

4/13/2017
Date



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:

4/13/17
Date

Elizabeth G. Haude
Name: Elizabeth G. Haude
Title: Executive Director



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: 048635601
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:

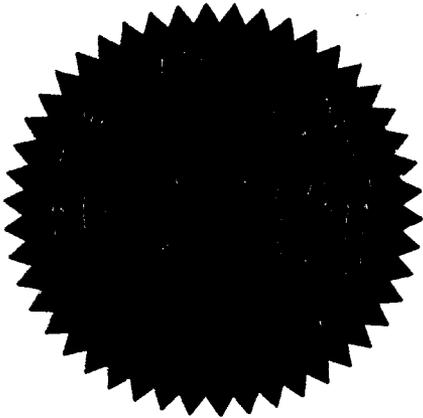
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 19, 2009
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 13th day of April 2017.
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13 day of April, 2017.

By Christine Stein
(Name of Elected Officer of the Agency)

Peter J. Houde
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: FEB 28 2019



MISSION STATEMENT

Our mission is to build strong families – free from abuse, neglect, alcohol and other drug addiction through counseling, outreach and prevention.

THE YOUTH COUNCIL, INC.

Financial Statements

For The Year Ended June 30, 2016

Seelye & Schulz

P.A., Certified Public Accountants

Independent Auditors' Report

To The Board of Directors
The Youth Council, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of The Youth Council, Inc., which comprise the statement of financial position as of June 30, 2016 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Audye F. Schultz PA

Nashua, NH
January 17, 2017

THE YOUTH COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2016

ASSETS	
<u>CURRENT ASSETS</u>	
Cash	\$ 43,579
Accounts receivable, net of allowance for bad debt of \$500	37,052
Promises to give	49,225
Prepaid expenses	2,944
	132,800
<u>PROPERTY & EQUIPMENT</u>	
Building	289,622
Land	28,397
Furniture & fixtures	48,112
Building improvements	282,815
	648,946
Less accumulated depreciation	375,466
	273,480
<u>OTHER ASSET</u>	
Loan fees, net of amortization of \$1,035	3,744
	\$ 410,024
LIABILITIES AND NET ASSETS	
<u>CURRENT LIABILITIES</u>	
Current portion of long-term debt	\$ 8,941
Accounts payable and accrued expenses	26,819
Accrued payroll	16,250
Accrued select time	7,573
Accrued and withheld payroll taxes	1,243
	60,826
<u>LONG-TERM DEBT</u> , net of current portion	336,296
<u>OTHER LIABILITIES</u>	
Security deposit	3,933
<u>NET ASSETS</u>	
Unrestricted (deficit)	(48,742)
Temporarily restricted	57,711
	8,969
	\$ 410,024

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<u>SUPPORT AND REVENUE</u>			
Support			
NH Division of Alcohol and Drug Abuse			
Prevention and Recovery	\$ 93,083	\$ -	\$ 93,083
NH Dept of Juvenile Justice	39,700	-	39,700
Grants	16,049	-	16,049
City of Nashua	75,884	36,500	112,384
United Way	39,677	12,725	52,402
Contributions	14,577	-	14,577
Special events	6,301	-	6,301
	<u>285,271</u>	<u>49,225</u>	<u>334,496</u>
Revenue			
Client fees and third party reimbursements	58,086	-	58,086
Consulting services	67,124	-	67,124
Other	1,615	-	1,615
Commercial rental - income	54,850	-	54,850
Commercial rental - expenses Note E	(42,276)	-	(42,276)
	<u>139,399</u>	<u>-</u>	<u>139,399</u>
TOTAL SUPPORT & REVENUE	424,670	49,225	473,895
NET ASSETS RELEASED FROM RESTRICTIONS:			
Satisfaction of time restrictions	49,115	(49,115)	-
Satisfaction of purpose restrictions	1,200	(1,200)	-
	<u>474,985</u>	<u>(1,090)</u>	<u>473,895</u>
<u>EXPENSES</u>			
Program services			
Family Abuse & Neglect	111,149	-	111,149
Delinquent & Pre-delinquent	174,552	-	174,552
Treatment & Prevention of Substance Abuse	90,719	-	90,719
Consulting Services	56,587	-	56,587
	<u>433,007</u>	<u>-</u>	<u>433,007</u>
Management and General	41,717	-	41,717
Fundraising	4,569	-	4,569
	<u>479,293</u>	<u>-</u>	<u>479,293</u>
DECREASE IN NET ASSETS	(4,308)	(1,090)	(5,398)
NET ASSETS (DEFICIT), Beginning of Year	<u>(44,434)</u>	<u>58,801</u>	<u>14,367</u>
NET ASSETS (DEFICIT), End of Year	<u>\$ (48,742)</u>	<u>\$ 57,711</u>	<u>\$ 8,969</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2016

PROGRAM SERVICES

	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Consulting Services	Total Program Services	Management & General	Fundraising	Total
Salaries - staff - Note H	\$ 80,589	\$ 103,296	\$ 53,531	\$ 46,803	\$ 284,219	\$ 15,174	\$ 2,009	\$ 301,402
Payroll taxes	6,209	7,959	4,124	3,606	21,898	1,508	155	23,561
Health insurance	8,410	10,780	5,586	4,884	29,660	2,043	210	31,913
Audit	-	-	-	-	-	5,800	-	5,800
Bad debt	-	-	3,247	-	3,247	-	-	3,247
Bank charges	-	-	-	-	-	3,008	-	3,008
Computer supplies & services	1,463	2,028	971	-	4,462	970	119	5,551
Consultant	-	-	975	-	975	-	-	975
Dues & subscriptions	-	50	167	-	217	2,247	-	2,464
Fundraising	-	-	-	-	-	-	1,413	1,413
Insurance	1,724	2,390	1,146	-	5,260	1,143	141	6,544
Interest	1,089	2,089	1,270	-	4,448	875	10	5,333
Maintenance & repairs	2,355	4,518	2,746	-	9,619	1,891	22	11,532
Marketing	-	-	-	-	-	504	-	504
Meetings	164	228	109	-	501	109	13	623
Miscellaneous	677	938	450	-	2,065	461	55	2,581
Office expense & supplies	1,146	1,588	761	-	3,495	760	93	4,348
Other fees	20	27	13	-	60	13	2	75
Parking	996	1,380	662	-	3,038	661	81	3,780
Postage	426	590	283	-	1,299	282	35	1,616
Printing	72	100	48	-	220	48	6	274
Program costs	184	26,930	9,136	1,294	37,544	-	-	37,544
Supplies	180	249	120	-	549	119	15	683
Telephone	1,142	1,582	758	-	3,482	757	93	4,332
Training	306	424	203	-	933	203	25	1,161
Travel	493	683	327	-	1,503	327	40	1,870
Utilities	1,407	2,700	1,641	-	5,748	1,130	13	6,891
Total Expenses Before Depreciation and Amortization	109,052	170,529	88,274	56,587	424,442	40,033	4,550	469,025
Depreciation and amortization expense	2,097	4,023	2,445	-	8,565	1,684	19	10,268
Total Expenses	\$ 111,149	\$ 174,552	\$ 90,719	\$ 56,587	\$ 433,007	\$ 41,717	\$ 4,569	\$ 479,293

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in net assets	\$ (5,398)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:	
Depreciation and amortization (Program expense)	10,268
Depreciation and amortization (Rental expense)	12,924
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	4,248
(Increase) decrease in promises to give	(110)
(Increase) decrease in prepaid expenses	1,121
Increase (decrease) in accounts payable	4,497
Increase (decrease) in deferred revenue and refundable advances	(8,100)
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	<u>(785)</u>
Net cash provided by operating activities	<u>18,665</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of equipment	(3,200)
Increase in security deposit	<u>1,200</u>
Net cash used in investing activities	<u>(2,000)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Payment of long term debt	<u>(8,267)</u>
Net cash used in financing activities	<u>(8,267)</u>
Net increase in cash and cash equivalents	8,398
Cash and cash equivalents, beginning of year	<u>35,181</u>
Cash and cash equivalents, end of year	<u>\$ 43,579</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress. Additional services provided to third parties relating to drug programs and counseling to various schools and organizations.

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Contract revenue is recognized when services are rendered. Donations are recorded when unconditionally pledged. Expenses are recorded when the obligation has been incurred.

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, and temporarily and permanently restricted net assets.

Unrestricted net assets -- Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Temporarily and permanently restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. Management determines the allowance based on its historical information and a review of the individual balances. A reserve of \$500 was required as of June 30, 2016.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over ten years. Amortization expense for the year ended June 30, 2016, was \$478.

Cash Flows

For purposes of the statement of cash flows, the Agency considers all short-term securities purchased with a maturity of three months or less to be cash equivalents.

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Youth Council, Inc. is generally exempt from income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero.

The Agency's income tax filings are subject to audit by various taxing authorities. As of June 30, 2016, the Agency's open audit periods included years ending June 30, 2013 through 2016. The Agency believes it has met all the requirements to maintain its not-for-profit status.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

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

NOTE B. NOTE PAYABLE

The Youth Council, Inc. was obligated on the following note at June 30, 2016:

Note payable bank, interest at 4.5%, payable in monthly installments of \$2,022, secured by real estate. In May 2024 the remaining principal becomes a demand note	\$ 345,237
Less current portion	<u>8,941</u>
	<u>\$ 336,296</u>

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE B. NOTE PAYABLE (Continued)

Annual principal payments for the next five fiscal years are as follows:

Fiscal Year End June 30,	Principal
2017	\$ 8,941
2018	9,351
2019	9,781
2020	10,230
2021	10,700
Thereafter	296,234
	\$ 345,237

NOTE C. REVOLVING LINE OF CREDIT

The Agency has a \$25,000 revolving line of credit with Enterprise Bank and Trust that was unused as of June 30, 2016. Amounts borrowed on the credit line are payable on demand and carry an interest rate of prime rate plus 1% (4.5% at June 30, 2016). The credit line is secured by an interest in all The Youth Council, Inc.'s assets and assignment of rents.

NOTE D. SATISFACTION OF USAGE RESTRICTIONS

Net assets are released from donor restrictions by incurring expenses that satisfy use restrictions or the passage of time restrictions.

The following net assets were released from restrictions during the year ended June 30, 2016:

Program and management services	\$ 50,315
---------------------------------	-----------

NOTE E. COMMERCIAL RENTAL EXPENSES

Rental expenses relate to the 66.6% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	\$ 12,924
Tax preparation	500
Insurance	8,580
Building repairs	2,035
Utilities	6,892
Interest	10,668
Real estate taxes	677
	\$ 42,276

THE YOUTH COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE F. PENSION PLAN

The Agency adopted a qualified 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for a contribution by the Agency.

NOTE G. RESTRICTED NET ASSETS

Temporarily restricted assets result from funding, which has either a time or usage restriction placed on it by the funding source. The balance consists of the following amounts allocated to the following year:

United Way	\$ 12,725
Program support	8,486
City of Nashua	<u>36,500</u>
	<u>\$ 57,711</u>

NOTE H. MANAGEMENT SERVICES AFFILIATE

The Agency was engaged by an unrelated party to provide bookkeeping services. Service fees totaling \$4,404 were recorded as a reduction of administrative staff payroll in the accompanying Statement of Functional Expenses.

NOTE I. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2016, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE J. SUBSEQUENT EVENTS

Management has evaluated events through date January 17, 2017, the date that the financial statements were available to be issued.

<p>PRESIDENT Christine Stein (2011)</p>	<p>John Phelan (2015)</p>	<p>Jesse Wilson (2017)</p>
<p>VICE PRESIDENT Sgt. Todd Martyny (2013)</p>	<p>Sue Mathias (2017)</p>	
<p>TREASURER Larry Szetela (1989) <i>Past President</i></p>	<p>Carol Powis (2015)</p>	
<p>SECRETARY Carolyn Oguda (2011)</p>	<p>Janet Valuk (2015)</p>	
<p>Betsy Houde (non-member), Executive Director (1996)</p>		

ELIZABETH G. HOUDE

SUMMARY

Proven professional providing proactive leadership for nonprofits and community coalitions. Skills include leading teams, communicating effectively, analyzing data, solving problems, building infrastructure and implementing ideas. In addition, I am a compelling speaker, presenter, writer and am skilled at developing and managing budgets.

STRATEGIC LEADERSHIP

Consultant/Coordinator. NH Juvenile Court Diversion Network, Concord, NH, 2013 – present. Initially subcontracted through Community Health Institute to improve the quality, visibility and sustainability of 16 accredited juvenile court diversion programs in NH, transitioned to Coordinator in 2015 to leverage new funding sources and develop systems.

Executive Director. The Youth Council, Nashua, NH, 1996 – present. Spearheaded infrastructure-building effort of 23-year-old nonprofit to offer innovative, award-winning programs with outcome measures and evidence-based practices. Developed numerous contractual relationships with area schools, police and other nonprofits. Recognized with several awards including:

Alcohol and Other Drug Services Providers Association *Treatment Provider of the Year* (2014)

New Futures, Dr. Tom Fox Excellence Award (2013)

Nashua Telegraph, named one of *Greater Nashua's 25 Extraordinary Women* (2013).

Rotary Club of Nashua West, *Award of Excellence, Creative Idea Award* (2006).

WMUR and Citizens Bank, *Community Champion* (2002).

New Hampshire Children's Trust Fund, *Outstanding management in program evaluation* (2000).

NH Governor Jeanne Shaheen, *Commendation for excellence in leadership* (1999).

Rivier University, *Distinguished contributions to students and the community* (1999).

Drug-Free Communities Consultant. Contracted with Merrimack Safeguard (2010 – present) and Nashua Prevention Coalition (2014 – present) to assist with assessment, capacity building and planning for community coalitions awarded federal Drug-Free Communities grants. Collected and analyzed data, facilitated development of logic model and action plans, built infrastructure including volunteer leadership, by law creation and branding. Wrote successful application to continue Merrimack's coalition work for an additional five years.

Executive Director. NH Teen Institute, 2007 - 2010. Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

STATEWIDE SYSTEMS IMPROVEMENT

Governor's Commission on Alcohol and Other Drugs. Public Member. 2001 – 2013. Appointed to an advisory capacity regarding the effective and coordinated substance abuse service delivery. Executive Committee member. Prevention Task Force, 2010 – present.

Reclaiming Futures. Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

New Futures. 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board devoted to policy and programming reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

Endowment for Health. 1999 – 2002. Appointed by Attorney General as founding board member of \$85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending \$2.5million of initial grant awards.

COMMUNICATION SKILLS

Web Design. Designed and manage multiple web sites including NH Court Diversion Network, Merrimack Safeguard, Nashua Prevention Coalition, Empty Nest Glassworks, Houde Studios (all WordPress) and The Youth Council (Accrisoft Freedom).

Leadership Fellow, Robert Wood Johnson Foundation, 2002 - 2006. Selected as one of 10 emerging leaders toward building personal and professional leadership skills. Authored *Leaders Unmasked: A Celebration of Guts and Grace*.

Director of Program Management /Community Relations, 1993-1996. Nashua Children's Home, Nashua, New Hampshire. Promoted to created positions, presented at workshops from Boys Town to Washington, DC.

Clinical Experience, 1983-1993. Nashua Children's Home. Counseled children, teens and families. Served as Family Program Supervisor, Therapist and Residential Counselor.

COMMUNITY LEADERSHIP

President, 2013-14. Rotary Club of Nashua West. Member, 1997 - present. Board of Directors 2008 – 2015. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

Leadership Greater Nashua, a program of the Nashua Chamber of Commerce, 1999.

Community Needs Assessment Committee, 1999 – present. United Way of Greater Nashua.

Nashua Mayor's Task Force on Youth. 1997 – 2002.

Rivier College Counseling Advisory Board. 1993 - 2000.

Child Welfare Advisory Board. 1997–2000.

State Leadership Team. Concord, NH. 1995 - 1996.

Network. Nashua, NH. 1993 - 1997.

Child Welfare League of America. Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide*.

SMALL BUSINESS OWNER

Lampwork Artist, Empty Nest Glassworks, 2008 – 2016. Launched small business hand-melting glass gifts using oxygen/propane torch and glass rods. Developed web site, all marketing materials and launched Facebook fan page with over 175 members. Member of The Craftworkers' Guild, Bedford, NH.

EDUCATION

WordPress, web design, 2013.

Community Coalition Planning, engaging and motivating teams, CADCA National Coalition Academy, 2011.

Project Connect, a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

Radiant Communication Strategies, a consultative training to develop communications skills, 2002.

Master of Arts in Counseling, with distinction. Rivier University, Nashua, New Hampshire, 1990.

Bachelor of Arts, cum laude. Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.

Christina D. Connor, CPS, CRSW

- * Over twenty years of experience in the social service field in the Greater Nashua area
- * Coordinated services among area agencies such as: Law enforcement (court and police), Psychiatric (outpatient and inpatient), Social Services and Education
- * Motivated, caring professional with high integrity and dedication

Education: Bachelor of the Arts in Criminal Justice

Saint Anselm College, Manchester, NH
Graduated 1992, magna cum laude

Certifications: **Certified Prevention Specialist (CPS)**
 Certified Challenge Facilitator
 Certified Recovery Support Worker (CRSW)

Related Experience: The Youth Council, Nashua, NH

Director of Programs

April 2003 to present

- Work closely with Executive Director
- Responsible for spearheading the development of new programs and program refinement based on best practices
- Attend meetings with the Nashua Superintendent and other school officials to discuss implementation of new programs in the Nashua schools
- Complete phone or walk-in intake assessments for youth and families
- Facilitate substance abuse education groups – The Challenge Program
- Supervise program staff
- Implement systems of quality assurance with client files and forms
- Collect and analyze client statistics and outcome data for funding sources and to inform management improvements

Local Site Coordinator for Reclaiming Futures

September 2002-2003

- Research how the juvenile court system and the community respond to teens who are impacted by or using alcohol and other drugs
- Facilitate a local teen group
- Participate in local drug court proceedings

Counselor/Coordinator, Prevention Services

August 1998 to April 2003

- Provide assessment, intervention and referrals to at-risk youth and families in the office and in their natural environment
- Facilitate daily goals groups at the Suspension Center, with an emphasis on goal setting, anger management and substance abuse
- Research community resources in the Greater Nashua area

Greater Nashua Mental Health Center (Community Council), Nashua, NH

Case Manager/MIMS Worker

October 1996 – July 1998

- Provide direct client and family contact in their natural environment
- Attend IEP meetings with families as needed for support
- Provide support to clients and their families through education and referrals
- Assist clients and families to find appropriate prevention programs, treatment and services and monitor continue appropriateness of these services
- Provide MIMS Services, which are rehabilitative services and environmental supports which sustain the client and family in their current living situation or other community settings

Nashua Children's Home, Nashua, NH

Assistant Supervisor/Residential Counselor

March 1993 - September 1996

- Work with 13 adolescent females, coming from multi-stressed families
- Case manager for 9 girls with inclusive responsibilities for their physical, emotional and administrative needs
- Attend IEP and other school related meetings
- Supervise residential staff
- Facilitate anger management groups for residents
- Participate in family meetings and supervised family visits
- Communicate and role-model effective behavior management techniques with families

References: Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: The Youth Council

Name of Program/Service: Student Assistance Program Services
RFP-2017-BDAS-01-Subst-3

BUDGET PERIOD:			
Name of Key Administrative Personnel	Annual Salary	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Elizabeth G. Houde, Executive Director	\$80,000	0.00%	\$0.00
Patricia Zaremba, Clinical Director (.75 FTE)	\$43,900	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.