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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

*BUREAU OF COMMUNITY BASED MILITARY PROGRAMS*

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9394 1-800-852-3345 Ext. 9394  
Fax: 603-271-8556 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 27, 2015

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

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Community Based Military Programs to enter into a **sole source** amendment to an existing agreement with Dare Mighty Things, LLC (Vendor # 264583), One New Hampshire Ave., Suite 125, Portsmouth NH 03801, to include provisions to expand the team of lead trainers, customize curriculum with a clinical focus, and provide accreditation for course materials, by increasing the price limitation by \$69,593.00 from \$232,146.19 to an amount not to exceed \$301,739.19, effective upon Governor and Executive Council approval, with no change to the completion date of June 30, 2016. The original agreement was approved by Governor and Executive Council on April 8, 2015 (Item #28). 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 upon the availability and continued appropriation of funds in the future operating budget.

**05-095-049-490510-29850000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP**

State Fiscal Year	Class/ Object	Class Title	Activity Code	Current Budget	Increase /Decrease	Contract Amount
2015	102-500731	Contracts for Program Services	49053316	\$89,895.21	\$0	\$89,895.21
2016	102-500731	Contracts for Program Services	49053316	\$142,250.98	\$69,593.00	\$211,843.98
<b>Total</b>				<b>\$232,146.19</b>	<b>\$69,593.00</b>	<b>\$301,739.19</b>

## EXPLANATION

The amendment is **sole source** because the increase to the price limitation is more than ten percent of the original contract value.

The purpose of this amendment is to add additional team leaders for training, customize curriculum with a clinical focus and provide continuing education accreditation for the course material. The original contract provides outreach, education and training services to improve access to high quality and integrated health and human services for veterans, service members and their families.

These services include the coordination and provision of an education and training campaign that provides a minimum of fifty (50) multiple topic trainings regarding military culture training and education throughout the state to civilian and military providers, and the compilation and printing of a complete resource guide of local, state and federal resources, guides and websites available for veterans, service members and their families, as well as for the military-civilian provider community.

The New Hampshire Department of Health and Human Services (DHHS), Office of Human Services, Bureau of Community Based Military Programs was established to collaborate, coordinate and communicate with military and civilian provider groups in the delivery of services to New Hampshire veterans, service members and their families.

Veterans account for almost nine percent (9%) of the State of New Hampshire's population. Forty-eight percent (48%) of those veterans are over the age of 65.

Not all veterans are eligible for care through the Veterans Administration (VA), and many choose not to seek care there. Of the 113,094 veterans residing in New Hampshire, only 28,730 receive their health care through the VA (Veterans Administration, FY2012). New Hampshire is the only State in the nation without a full service VA medical facility (or equivalent Military Treatment Facility).

Based on the January 2014 Report from the New Hampshire Legislative Study Commission on Post Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI), the Department has identified funding from the Balancing Incentive Program to support these initiatives.

The original contract was competitively bid. The Department of Health and Human Services issued a Request for Proposals for three initiatives associated with the Outreach, Education and Training to Benefit NH Veterans, Service Members and their Families on their website from November 14, 2014 through December 22, 2014. Eleven proposals were received and evaluated by a team of individuals from the Department of Health and Human Services, members of New Hampshire Legislative Commission on PTSD and TBI, , as well as leaders from the military-civilian community, with knowledge and experience working with veterans, services members and their families.

The proposals were evaluated based on the criteria published in the Request for Proposals. This vendor was selected receiving the highest scores for two of the three initiatives.

Should the Governor and Executive Council not approve this request, many community service and healthcare providers will not receive the needed military education and guidance on how to approach and provide the proper services and supports for New Hampshire veterans, services members and their families. A lack of guidance and education could result in limited access to high quality and integrated health and human services for New Hampshire veterans, service members and their families. This could lead to our New Hampshire veterans, service members and their families not receiving the health care and other support services they need, resulting in greater risk of undetected conditions which in turn could increase costs for New Hampshire citizens.

Area Served: Statewide

Source of funds: 100% Federal Funds from the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program (Medicaid Title XIX), Catalog for Domestic Assistance (CFDA) #93.778, Federal Award Identification Number (FAIN) 05-1405NHBIPP.

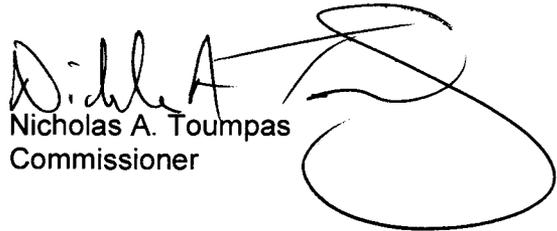
In the event that federal funds become no longer available, general funds will not be requested to support this request.

Sincerely,



Mary Ann Cooney  
Associate Commissioner

Approved By:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Outreach, Education and Training to Benefit New Hampshire Veterans,  
Service Members and their Families  
Initiative 2 and Initiative 3**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Outreach, Education and Training to Benefit New Hampshire Veterans,  
Service Members and their Families, Initiative 2 and Initiative 3 Contract**

This first Amendment to the Outreach, Education and Training to Benefit New Hampshire Veterans, Service Members and their Families, Initiative 2 and Initiative 3 contract (hereinafter referred to as "Amendment #1") dated 17<sup>th</sup> day of July, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dare Mighty Things, LLC. (hereinafter referred to as "the Contractor"), a limited liability company with a place of business at One New Hampshire Ave, Suite 125, Portsmouth NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 8, 2015 (Item # 28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS the State and the Contractor have agreed to increase the price limitation and add to the Scope of Services in Exhibit A of the contract.

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

To amend as follows:

1. Form P37, General Provisions, Price Limitation block 1.8 to read:  
\$301,739.19
2. Add Exhibit A-1, Amendment #1, Addition to Scope of Services
3. Exhibit A, Scope of Services paragraph 3.3. to read:
  - 3.3 The Contractor will provide a report for "Initiative 2 – a Military Culture Training and Education Campaign", by the fifteenth of each month, to the Bureau of Community Based Military Programs that includes but is not limited to the following:
    - 3.3.1. The number of training sessions;
    - 3.3.2. Name and description of the Military culture training session;
    - 3.3.3. Location of training sessions;
    - 3.3.4. Number of participants;
    - 3.3.5. Evaluation feedback from trainings;
    - 3.3.6. Challenges, successes and other highlights of the training;
    - 3.3.7. CME or CEU; and
    - 3.3.8. Other information as requested by the Bureau of Community Based Military Programs.



**New Hampshire Department of Health and Human Services  
Outreach, Education and Training to Benefit New Hampshire Veterans,  
Service Members and their Families  
Initiative 2 and Initiative 3**

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4. Exhibit B, Method and conditions Precedent to Payment, Paragraph 1. to read:
  1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Amendment #1, Addition to Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
5. Exhibit B, Method and conditions Precedent to Payment, Paragraph 1.2. to read:
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services and Exhibit A-1, Amendment #1, Addition to Scope of Service in compliance with funding requirements.
6. Delete Exhibit B-1, SFY 16 for Initiative 2 and replace with:  
Exhibit B-1, Amendment #1 SFY 16 for Initiative 2
7. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.3. to read:
  - 2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and Exhibit B-1, Amendment #1 SFY 16 Initiative 2.
8. Exhibit B, Method and conditions Precedent to Payment, Paragraph 3. to read:
  3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and Exhibit A-1, Amendment #1, Addition to Scope of Services.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



**New Hampshire Department of Health and Human Services  
 Outreach, Education and Training to Benefit New Hampshire Veterans,  
 Service Members and their Families  
 Initiative 2 and Initiative 3**

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

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

7/29/15  
 Date

State of New Hampshire  
 Department of Health and Human Services

Mary Ann Cooney  
 Mary Ann Cooney  
 Associate Commissioner

7/21/2015  
 Date

Dare Mighty Things, LLC  
James S. Seevens  
 Name: JAMES S. SEEVENS  
 Title: CHIEF OPERATING OFFICER

Acknowledgement:

State of Virginia, County of Fairfax on July 21, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Dexter L. Wilson  
 Name and Title of Notary or Justice of the Peace  
 Dexter Wilson





**New Hampshire Department of Health and Human Services  
Outreach, Education and Training to Benefit New Hampshire Veterans,  
Service Members and their Families  
Initiative 2 and Initiative 3**

---

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

OFFICE OF THE ATTORNEY GENERAL

8/7/15  
Date

[Signature]  
Name: Megan H. [Signature]  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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





**Exhibit A-1, Amendment#1**

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- 3.5. Conducting calls and visits to various Military-Civilian partnering organizations as requested to strengthen overall social service structure through communication, training and outreach (e.g., State Veterans Advisory Committee, National Alliance on Mental Illness New Hampshire, Easter Seals' Monthly "Ask the Question Meetings"); and
- 3.6. Attending various veteran-related statewide conferences to increase networking and collaboration with partners.
  - 3.6.1. The Contractor shall maintain a resource table providing information on Outreach, Education and Training to Benefit New Hampshire Veterans, Service Members and their Families at various veteran-related conferences.
- 4. The Contractor will expand the team of lead trainers for the implementation of military culture training to include individuals with a Medical Degree (MD) and individuals with a Doctorate in Philosophy (PhD) credentials, enabling greater flexibility of scheduling training events and broadened subject matter expertise to match audience needs. This will include:
  - 4.1. Involvement of an individual with an MD in the planning and implementation of four (4) trainings and two (2) conferences targeted for doctors and medical staff requiring CMEs; and
  - 4.2. Involvement of an individual with a PhD in the planning and implementation of four (4) trainings and two (2) conferences targeted for clinical audiences requiring CEUs.

**Exhibit B-1, Amendment #1 SFY 16 for Initiative 2**

**BUDGET FORM**

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

**Bidder Name:** Dare Mighty Things, LLC

**Budget Request for:** Outreach, Education and Training to Benefit New Hampshire  
Veterans, Service Members and their Families  
*(Name of RFP)*

**Budget Period:** SFY 16 for Initiative 2

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 63,221.05	\$ 12,984.34	\$ 76,205.39	
2. Employee Benefits	\$ 14,810.26	\$ -	\$ 14,810.26	
3. Consultants	\$ 86,404.00	\$ -	\$ 86,404.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 3,448.00	\$ -	\$ 3,448.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 600.00	\$ -	\$ 600.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Conference Venue	\$ 16,000.00	\$ -	\$ 16,000.00	
Stipend for Trainers	\$ 4,500.00	\$ -	\$ 4,500.00	
Printing	\$ 800.00	\$ -	\$ 800.00	
<b>TOTAL</b>	<b>\$ 189,783.31</b>	<b>\$ 12,984.34</b>	<b>\$ 202,767.65</b>	

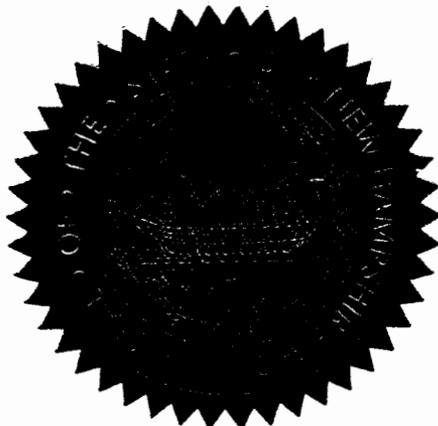
Indirect As A Percent of Direct

6.8%

# 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 Dare Mighty Things, LLC, a(n) Virginia limited liability company registered to do business in New Hampshire on March 11, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(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 22<sup>nd</sup> day of July, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, James C. Shafe, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Career Training Concepts, Inc. Dare Mighty Things, LLC is a wholly owned subsidiary of Career Training Concepts, Inc.

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 July 21, 2015 :  
(Date)

**RESOLVED:** That the Jim S. Seevers  
(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 23rd day of July, 2015.  
(Date Contract Signed)

4. Jim S. Seevers is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF Georgia

County of Cwinnett

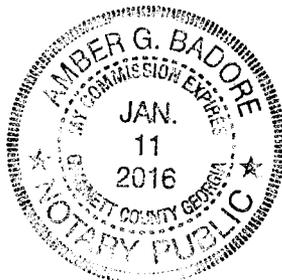
The forgoing instrument was acknowledged before me this 23 day of July, 2015.

By James C. Shafe  
(Name of Elected Officer of the Agency)

  
(Notary Public, State of Georgia)

(NOTARY SEAL)

Commission Expires: 11 JAN 2016





# CERTIFICATE OF LIABILITY INSURANCE

DAREM-1

OP ID: CK

DATE (MM/DD/YYYY)

02/12/2015

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 <b>Loudoun Insurance Group, LLC</b> 5 Wirt Street SW, Suite 300 Leesburg, VA 20175 Charles Kieninger	CONTACT NAME: <b>Charles Kieninger</b>	
	PHONE (A/C, No, Ext): <b>703-777-8118</b> FAX (A/C, No): <b>703-777-8779</b>	
INSURED <b>Dare Mighty Things, LLC</b> 6066 Leesburg Pike, Ste 900 Falls Church, VA 22041	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>The Hartford Insurance Company</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		42SBARU3055	01/16/2015	01/16/2016	EACH OCCURRENCE \$ <b>2,000,000</b>
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
						MED EXP (Any one person) \$ <b>10,000</b>
						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
						GENERAL AGGREGATE \$ <b>4,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42SBARU3055	01/16/2015	01/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b>
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		42SBARU3055	01/16/2015	01/16/2016	EACH OCCURRENCE \$ <b>2,000,000</b>
						AGGREGATE \$ <b>2,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>					\$
A	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 <input type="checkbox"/> N/A	42WECCP5710	01/16/2015	01/16/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Business property		42SBARU3055	01/16/2015	01/16/2016	Coverage <b>100,000</b> Ded <b>500</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Insured location: One New Hampshire Avenue, Portsmouth, New Hampshire, 03801

**CERTIFICATE HOLDER****CANCELLATION**

Department Health and Human Services.  
129 Pleasant Street  
Concord, NH 03033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Dare Mighty Things Mission Statement



Expanded:

## What We Do

Dare Mighty Things is a veteran-owned business specializing in technology-enabled training, technical assistance, benchmarking, and performance management. As a trusted partner of government agencies, nonprofits, and foundations for over 20 years, we deliver solutions for leaders, staff, and volunteers who work with the least empowered and most at risk youth and families. Focus areas include resilience, mentoring, and reintegration in families, the workforce, and society.

CAREER TRAINING CONCEPTS, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2014 AND 2013

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GALANTI & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Randy A. Galanti  
Neri J. Galanti  
Paula A. Martin  
Alan R. Silverman  
Shanie S. McCarty

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Stockholder,

CAREER TRAINING CONCEPTS, INC.

We have reviewed the accompanying balance sheets of Career Training Concepts, Inc. (a Georgia S corporation) as of December 31, 2014 and 2013, the related statements of income, retained earnings, and cash flows for the years ended December 31, 2014 and 2013. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying statement is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements and we did not become aware of any material modifications that should be made to such information.

April 23, 2015

*Galanti & Co. P.C.*

CAREER TRAINING CONCEPTS, INC.  
BALANCE SHEETS  
AS OF DECEMBER 31, 2014 AND 2013

	<u>ASSETS</u>	
	<u>2014</u>	<u>2013</u>
Current Assets:		
Cash	\$ 1,430,908	\$ 144,033
Accounts receivable	665,996	2,862,586
Employee advances	16,930	19,337
Prepaid expenses	<u>67,807</u>	<u>104,266</u>
Total Current Assets	\$ 2,181,641	\$ 3,130,222
Property and Equipment, at cost, net of accumulated depreciation	<u>92,226</u>	<u>105,410</u>
TOTAL ASSETS	<u>\$ 2,273,867</u>	<u>\$ 3,235,632</u>
 <u>LIABILITIES AND STOCKHOLDER'S EQUITY</u> 		
Current Liabilities:		
Accounts payable	\$ 70,306	\$ 92,817
Accrued expenses	318,842	673,379
Accrued state income taxes	6,682	-
Revolving lines of credit	-	852,691
Notes payable due within one year	<u>10,388</u>	<u>10,193</u>
Total Current Liabilities	\$ 406,218	\$ 1,629,080
Long Term Liabilities:		
Notes payable due after one year	<u>11,238</u>	<u>21,625</u>
Total Liabilities	<u>\$ 417,456</u>	<u>\$ 1,650,705</u>
Stockholder's Equity:		
Common stock, \$1 par value; 100,000 shares authorized; 11981 shares issued and outstanding; 12,499 shares held in Treasury	\$ 24,480	\$ 24,480
Retained earnings	1,887,056	1,615,572
Less Treasury Stock	<u>(55,125)</u>	<u>(55,125)</u>
Total Stockholder's Equity	<u>\$ 1,856,411</u>	<u>\$ 1,584,927</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>\$ 2,273,867</u>	<u>\$ 3,235,632</u>

See accompanying notes and  
independent accountants' review report.

CAREER TRAINING CONCEPTS, INC.  
STATEMENTS OF INCOME  
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014		2013	
	Amount	%	Amount	%
From Operations:				
Revenue	\$ 12,103,809	100.0	\$ 14,069,122	100.0
Cost of Sales:				
Employee leasing expense	\$ 8,279,620	68.4	\$ 10,096,234	71.8
Payroll taxes	794,705	6.6	881,181	6.3
Contracted services	240,844	2.0	195,302	1.4
Supplies	217,821	1.8	157,422	1.1
Employee benefits	131,225	1.0	139,330	1.0
Payroll service fees	82,351	0.7	90,920	0.6
Retirement plan expense	69,250	0.5	73,315	0.5
Insurance - workers compensation	45,952	0.4	52,552	0.4
Telephone expense	32,273	0.3	51,933	0.4
Government funding	32,332	0.3	41,792	0.3
Total Cost of Sales	\$ 9,926,373	82.0	\$ 11,779,981	83.8
Gross Profit	\$ 2,177,436	18.0	\$ 2,289,141	16.2
Operating Expenses	1,670,292	13.8	1,510,859	10.7
Income from Operations	\$ 507,144	4.2	\$ 778,282	5.5
Other Income (Expense):				
Gain on disposal of assets	\$ 926	-	\$ 3,208	-
Interest income	1,263	-	888	-
Interest expense	(38,880)	(0.3)	(39,124)	(0.3)
Total Other Income (Expense)	\$ (36,691)	(0.3)	\$ (35,028)	(0.3)
Net Income	\$ 470,453	3.9	\$ 743,254	5.2

See accompanying notes and independent accountants' review report.

CAREER TRAINING CONCEPTS, INC.  
STATEMENTS OF STOCKHOLDER'S EQUITY  
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	<u>Common Stock</u>	<u>Retained Earnings</u>	<u>Treasury Stock</u>	<u>Total</u>
Balances, December 31, 2012	\$ 24,480	\$ 1,237,006	\$ (55,125)	\$ 1,206,361
Net Income	-	743,254	-	743,254
Distributions to stockholder	<u>-</u>	<u>(364,688)</u>	<u>-</u>	<u>(364,688)</u>
Balances, December 31, 2013	\$ 24,480	\$ 1,615,572	\$ (55,125)	\$ 1,584,927
Net Income	-	470,453	-	470,453
Distributions to stockholder	<u>-</u>	<u>(198,969)</u>	<u>-</u>	<u>(198,969)</u>
Balances, December 31, 2014	<u>\$ 24,480</u>	<u>\$ 1,887,056</u>	<u>\$ (55,125)</u>	<u>\$ 1,856,411</u>

See accompanying notes and independent accountants' review report.

CAREER TRAINING CONCEPTS, INC.  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

Increase (Decrease) in Cash and Cash Equivalents

	2014	2013
Cash flows from operating activities:		
Net income	\$ 470,453	\$ 743,254
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	26,417	24,848
(Gain) loss on disposal of assets	404	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	2,196,590	(897,519)
Decrease in employee advances	2,407	2,112
(Increase) decrease in prepaid expense	36,459	(25,562)
Decrease in due from related parties	-	2,540
Increase (decrease) in accounts payable	(22,511)	9,431
Increase (decrease) in accrued expenses	(354,537)	30,326
Increase in accrued state income taxes	6,682	-
Net cash provided by (used in) operating activities	<u>\$ 2,362,364</u>	<u>\$ (110,570)</u>
Cash flows from investing activities:		
(Purchase) of property and equipment	\$ (13,637)	\$ (12,159)
Net cash (used in) investing activities	<u>\$ (13,637)</u>	<u>\$ (12,159)</u>
Cash flows from financing activities:		
Net borrowings (repayments) under revolving lines of credit	\$ (852,691)	\$ 596,769
Net (repayments) under financing agreements	(10,192)	(87,934)
Distributions to stockholder	(198,969)	(364,688)
Net cash provided by (used in) financing activities	<u>\$ (1,061,852)</u>	<u>\$ 144,147</u>
Net increase in cash and cash equivalents	\$ 1,286,875	\$ 21,418
Cash and cash equivalents at beginning of period	<u>144,033</u>	<u>122,615</u>
Cash and cash equivalents at end of period	<u>\$ 1,430,908</u>	<u>\$ 144,033</u>
Cash paid during the period for:		
Interest	<u>\$ 38,880</u>	<u>\$ 38,251</u>
Noncash operating activities:		
Gain on disposal of vehicle for services rendered	<u>\$ 1,330</u>	<u>\$ 3,208</u>

See accompanying notes and independent accountants' review report.

CAREER TRAINING CONCEPTS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2014 AND 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS

Description of Business – The Company is a Veteran-owned Small Business (VOSB) providing training, consulting, publishing, and personnel solutions to government organizations and other private and public organizations. Currently, the Company is providing personnel support at the national and state level through fulltime employees placed in contract positions in more than 30 states. The employees perform tasks from educational outreach, vehicle maintenance, IT support, military leadership instructor support, and technology training. In addition, the Company develops a variety of publications and programs for the high school level. The Company's corporate office is located in Georgia. Service contracts account for 93% and 96% of the revenues earned for the years ended December 31, 2014 and 2013.

Use of Management Estimates - Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents - For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable, Bad Debts, and Recovery of Bad Debts – The Company extends credit to its customers in the normal course of business and performs ongoing credit evaluations. Bad debts are recorded when management deems an amount to be uncollectible. This determination varies based upon the facts in each case. An account written off that is subsequently collected is recorded as a recovery of a bad debt. Historically, the Company has incurred little bad debt expense due to the customer base. The Company considers ending accounts receivable to be fully collectable at year-end. Accordingly, no allowance for doubtful accounts has been recorded.

Depreciation - Depreciation is provided by using the straight line method over the following estimated useful lives of the respective assets:

Autos	5 years
Leasehold improvements	5 - 39 years
Computer equipment and software	3 - 5 years
Office equipment	5 - 7 years
Furniture and Fixtures	5 - 7 years

Advertising Costs – The Company expenses advertising costs as incurred. Advertising costs for the years ended December 31, 2014 and 2013 were \$ 10,611 and \$ 12,268, respectively.

Compensated absences – Employees are entitled to paid vacation, sick days, and personal days off, depending on job classification, length of service, and their specific employment contract. It is not practical for the Company to reasonably estimate the amount of its obligations for such compensation; accordingly, no liability has been recorded in the accompanying financial statements. It is the Company's policy to recognize the costs of such compensation when actually paid.

Revenue Recognition – The Company provides services to various governmental and private industries under service contracts commonly with a 12 month service period with renewal options. Revenue is recognized on these service contracts as services are performed.

CAREER TRAINING CONCEPTS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2014 AND 2013

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND DESCRIPTION OF BUSINESS**  
**(CONTINUED)**

Concentrations - The Company currently holds multiple service contracts with various governmental agencies and private companies. For the year ended December 31, 2014, approximately 40% of revenues were earned and 52% of accounts receivable were due from governmental agencies. For the year ended December 31, 2013, approximately 44% of revenues were earned and 33% of accounts receivable were due from governmental agencies. A governmental agency typically retains the right to terminate a contract if determined it is in the best interest of the public. For the years ended December 31, 2014 and 2013, approximately 50% of revenues were earned from one private company.

Income Taxes - The Company, with the consent of its stockholder, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the stockholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements. State franchise and income taxes have been accrued for states that do not accept composite returns on behalf of shareholders (See Note J).

Fair value measurement - The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable, note payable and long term debt. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair value based on their short term nature. The recorded value of the notes payable and long term debt approximates their fair value as interest approximates market rates.

**NOTE B - CONCENTRATION OF CREDIT RISK**

The Company occasionally maintains cash balances in excess of the insured limits provided by the Federal Deposit Insurance Corporation (FDIC). At December 31, 2014, the Company's cash balances in excess of the insured limits were \$ 258,110. The cash balance did not exceed the insured limit as of December 31, 2013.

**NOTE C - PROPERTY AND EQUIPMENT**

As of December 31, 2014, property and equipment and the related accumulated depreciation consisted of the following:

	<u>2014</u>		<u>2013</u>	
	<u>Cost</u>	<u>Accum. Depre.</u>	<u>Cost</u>	<u>Accum. Depre.</u>
Autos	\$ 71,363	\$ 43,246	\$ 89,557	\$ 47,168
Leasehold improvements	59,184	22,814	53,384	20,798
Office equipment	44,769	28,666	47,137	33,664
Computer equipment and software	25,495	17,088	48,821	35,752
Furniture and Fixtures	<u>15,350</u>	<u>12,121</u>	<u>15,350</u>	<u>11,457</u>
	\$ 216,161		\$ 254,249	
Less accumulated depreciation	<u>( 123,935)</u>	<u>\$ 123,935</u>	<u>( 148,839)</u>	<u>\$ 148,839</u>
Net property and equipment	<u>\$ 92,226</u>		<u>\$ 105,410</u>	

Depreciation expense for the years ended December 31, 2014 and 2013 totaled \$ 26,417 and \$ 24,848, respectively.

CAREER TRAINING CONCEPTS, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 DECEMBER 31, 2014 AND 2013

NOTE D – NOTES PAYABLE

The notes payable as of December 31, 2014 consisted of the following:

	<u>2014</u>		<u>2013</u>	
	<u>Due Within One Year</u>	<u>Due After One Year</u>	<u>Due Within One Year</u>	<u>Due After One Year</u>
MINI Financial Services – The note is due in monthly installments of \$ 454 (including interest at 0.9%) through February 2018. The note is secured by a vehicle.	\$ 5,319	\$ 11,238	\$ 5,272	\$ 16,557
PenFed – The note is due in monthly installments of \$ 429 (including interest at 2.99%) through December 2015. The note is secured by a vehicle.	<u>5,069</u>	<u>-</u>	<u>4,921</u>	<u>5,068</u>
Totals	<u>\$ 10,388</u>	<u>\$ 11,238</u>	<u>\$ 10,193</u>	<u>\$ 21,625</u>

As of December 31, 2014, maturities of the above indebtedness may be summarized as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2015	\$ 10,388
2016	5,368
2017	5,416
2018	<u>454</u>
Total	<u>\$ 21,626</u>

NOTE E – REVOLVING LINES OF CREDIT

The Company secured a revolving loan agreement with Presidential Financial Corporation in October of 2008. Under the agreement, the Company may borrow up to \$ 2,000,000 based on a calculation of the Company's available accounts receivable. Interest at a floating rate equal to the Lender's Prime Rate plus 1.25% and a service charge of 1.0% (based on the ending monthly principal balance) are both due monthly. The loan agreement was modified in May of 2011 to decrease the interest rate to the Prime Rate plus 1.0% and the service charge to .85%. The loan is secured by all assets of the Company and the personal guarantee of the stockholder. The agreement automatically renews annually every January unless terminated by either party. If the Company elects to pay out and terminate the line of credit prior to renewal term, the Company will pay a fee equal of 3% of the maximum loan amount. As of December 31, 2014 and 2013, the balance due on this line of credit was \$0 and \$ 752,691, respectively.

The Company secured a revolving loan agreement with SunTrust Bank in May of 2006 and was renewed in May of 2009. Under the current agreement, the Company may borrow up to \$ 300,000. Interest at a floating rate equal to the Lender's Prime Rate plus 1.0% is due monthly. The loan is secured by all assets of the Company and the personal guarantee of the stockholder. The agreement automatically renews annually every May unless terminated by either party. As of December 31, 2014 and 2013, the balance due on this line of credit was \$ 0 and \$ 100,000, respectively.

CAREER TRAINING CONCEPTS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2014 AND 2013

NOTE F – RETIREMENT PLAN

The Company sponsors a 401 (k) profit sharing plan for the benefit of its employees. The plan allows all eligible employees to contribute up to 100% of their annual compensation (subject to certain IRS dollar limitations and depending on age) and provides for an employer matching contribution up to 3% of eligible employee salaries. For the years ended December 31, 2014 and 2013, the Company made matching contributions of \$ 77,574 and \$ 80,161, respectively.

NOTE G - RELATED PARTY TRANSACTIONS

The Company leases office space from Carter Madison, LLC (a Georgia single member LLC owned 100% by the stockholder of the Company). The lease expires December 31, 2015. Future rental payments are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2015	<u>\$ 50,400</u>

For each of the years ended December 31, 2014 and 2013, the Company paid rent to Carter Madison totaling \$ 50,400.

NOTE H – CONTINGENT LIABILITY

As detailed in Note G, the stockholder of the Company owns Carter Madison, LLC, the entity which owns the Company's office facility. The Company is listed as a guarantor on the outstanding building loan. As of December 31, 2014 and 2013, the Company was contingently liable as a guarantor for the loan balance of \$ 290,891 and \$ 319,450, respectively.

NOTE I - SUBSEQUENT EVENTS

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition through April 23, 2015, the date the financial statements were available to be issued. A subsequent event was identified related to the acquisition of an existing entity.

The Company purchased a 100% interest in Dare Mighty Things, LLC (DMT) on April 16, 2015 for \$100,000. DMT provides technology and management training and support to various governmental agencies, non-profit organizations and private industries.

NOTE J – UNCERTAIN TAX POSITIONS

As required by professional standards, on January 1, 2010, the Company adopted a new standard which clarifies the accounting for uncertainty in income taxes recognized in the Company's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The Company files income tax returns in the U.S. federal jurisdiction, the State of Georgia, and various states as required each year based on service revenues and employee placement. The Company has elected to be treated as an S-Corporation and consequently all tax effects of the Company's income or loss are passed through to the stockholder individually.

CAREER TRAINING CONCEPTS, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2014 AND 2013

NOTE J – UNCERTAIN TAX POSITIONS - CONTINUED

Composite returns are filed for state income taxes in various states and the composite taxes are not deducted at the corporate level, but reflected as a distribution to the stockholder. The Company is liable for various state franchise and gross receipts taxes in various states. As of December 31, 2014, various state franchise and income taxes totaling \$ 6,682 were accrued and have been included in operating expenses as taxes and licenses. Although all three prior years are subject to examination, the Company has no returns under audit by any federal or state agency and no uncertain tax positions exist.

SUPPLEMENTARY INFORMATION

CAREER TRAINING CONCEPTS, INC.  
SUPPLEMENTARY INFORMATION  
OPERATING EXPENSES  
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014		2013	
	Amount	%	Amount	%
Operating Expenses:				
Employee leasing expense	\$ 996,517	8.3	\$ 942,727	6.7
Taxes - payroll	95,966	0.8	82,279	0.6
Legal and accounting	84,453	0.7	29,623	0.2
Travel and entertainment	57,279	0.5	33,261	0.2
Factoring fees	54,057	0.4	65,471	0.5
Rent	50,400	0.4	50,400	0.4
Contributions	27,995	0.2	29,668	0.2
Insurance	27,848	0.2	27,302	0.2
Office expense	27,333	0.2	21,021	0.1
Depreciation	26,417	0.2	24,848	0.2
Telephone	25,688	0.2	25,623	0.2
Repairs and maintenance	17,881	0.1	15,325	0.1
Taxes and licenses	29,098	0.2	27,771	0.2
Computer expense	20,126	0.2	23,173	0.2
Postage	19,057	0.2	20,966	0.1
Employee benefits	15,773	0.1	13,010	0.1
Bank fees	13,703	0.1	11,695	0.1
Business gifts	13,506	0.1	14,004	0.1
Utilities	12,836	0.1	12,997	0.1
Advertising	10,611	0.1	12,268	0.1
Payroll service fees	9,898	0.1	8,490	0.1
Retirement plan expense	8,324	0.1	6,846	-
Auto expenses	7,234	0.1	5,209	-
Training expense	6,458	0.1	559	-
Trade show expense	6,018	0.1	898	-
Dues and subscriptions	5,134	-	5,057	-
Warehouse expense	682	-	368	-
Total Operating Expenses	<u>\$ 1,670,292</u>	<u>13.8</u>	<u>\$ 1,510,859</u>	<u>10.7</u>



# CAREER TRAINING CONCEPTS, INC.

3640 Hewatt Court • Snellville, GA 30039  
Toll Free: 888-326-9229 • Tel: 770-326-9229  
Fax: 770-729-8099 • [www.careertrainingconcepts.com](http://www.careertrainingconcepts.com)

July 22, 2015

To Whom It May Concern,

In regards to the amendment to the New Hampshire DHHS contract titled, Outreach, Education & Training to Benefit NH Veterans, Service Members and their Families, there is a requirement to provide: "A list of Board of Directors with their personal addresses/emails/ phone numbers REDACTED."

This is to certify that Dare Mighty Things, LLC is a wholly owned subsidiary of Career Training Concepts, Inc., and as such, there is not a separate Board of Directors for Dare Mighty Things, LLC.

The Manager of Dare Mighty Things, LLC is James C. Shafe, who is also the Owner and President of Career Training Concepts, Inc. Please see the accompanying Georgia state certificate of conversion dated May 13, 2015, designating Dare Mighty Things, LLC as a Georgia Limited Liability Company and listing James C. Shafe as the Manager.

The Career Training Concepts, Inc. Board of Directors currently consists of:

James. C. Shafe

Jan C. Shafe

Matthew D. Morgan

A handwritten signature in black ink, appearing to read 'J. Shafe', is written over a horizontal dashed line. The signature is fluid and cursive.

Signature

James C. Shafe

President and Owner

Career Training Concepts, Inc.

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
#2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF CONVERSION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that a CERTIFICATE OF CONVERSION has been filed on May 05, 2015 converting

**DARE MIGHTY THINGS, LLC**  
a Non-Filing Entity

to

**DARE MIGHTY THINGS, LLC**  
a Georgia Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid. Conversion of the above-named entity is effective upon issuance of this certificate.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on May 13, 2015



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp  
Secretary of State

**CERTIFICATE OF CONVERSION  
FOR  
DARE MIGHTY THINGS, LLC**

The undersigned, being the Sole Member of Dare Mighty Things, LLC, a limited liability company (the "*Virginia Company*"), with its jurisdiction of formation being the Commonwealth of Virginia, does hereby certify that:

1. The *Virginia Company* elects to become a Georgia limited liability company pursuant to the provisions of O.C.G.A. §14-11-212. The name of such Georgia limited liability company shall be "Dare Mighty Things, LLC" (the "*Company*").

2. The effective date and time of such election shall be the date and time of the filing of this Certificate of Conversion with the Georgia Secretary of State.

3. The election to become a Georgia limited liability company has been approved as required by O.C.G.A. §14-11-212(a).

4. Articles of Organization for the *Company* are filed with this Certificate. Such Articles of Organization are in the form as required by O.C.G.A. §14-11-204, set forth a name for the *Company* that satisfies the requirements of O.C.G.A. §14-11-207, and shall be the Articles of Organization of the *Company* formed pursuant to the election described herein unless and until modified in accordance with the Georgia Limited Liability Company Act.

5. A written operating resolution has been entered into among the person (s) who will be the member (s) of the *Company*. Such operating agreement will be effective immediately upon the effectiveness of the election described herein, and such operating agreement provides for the manner and basis for converting the units of ownership of the Member of the *Virginia Company* into interests as a member of the *Company*.

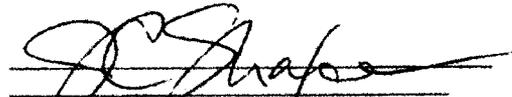
RECEIVED

MAY 05 2015

SECRETARY OF STATE

IN WITNESS WHEREOF, the *Virginia Company* has caused this Certificate of Conversion to be executed by its Manager on this the 1<sup>st</sup> day of May, 2015.

**Dare Mighty Things, LLC**

  
\_\_\_\_\_  
James C. Shafe, Manager

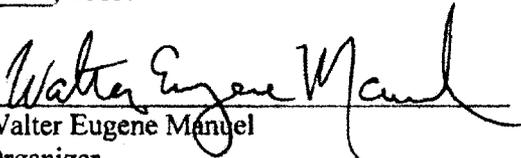
RECEIVED  
MAR 12 2015  
SECRETARY OF STATE

RECEIVED  
MAY 05 2015  
SECRETARY OF STATE

**ARTICLES OF ORGANIZATION  
OF  
DARE MIGHTY THINGS, LLC**

1. The name of the limited liability company is **Dare Mighty Things, LLC** (the "Company").
2. The Company shall be managed by a Manager appointed by the Sole Member of the Company.
3. The initial Registered Agent of the Company is Walter Eugene Manuel.
4. The initial Registered Office of the Company is located in Gwinnett County, Georgia at 3640 Hewatt Ct., Suite B, Snellville GA 30039.
5. The mailing address of the Company is 3640 Hewatt Ct., Suite B, Snellville GA 30039.
6. The organizer is Walter Eugene Manuel located at 3640 Hewatt Ct., Suite B, Snellville GA 30039.

**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Organization on this the 16<sup>th</sup> day of April, 2015.

  
Walter Eugene Manuel  
Organizer

RECEIVED  
MAY 05 2015  
SECRETARY OF STATE

RECEIVED  
MAR 12 2015  
SECRETARY OF STATE



Brian P. Kemp  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
2 Martin Luther King Jr. Dr. SE  
Suite 313 West Tower  
Atlanta, Georgia 30334  
(404) 656-2817  
sos.georgia.gov/corporations

**TRANSMITTAL INFORMATION  
GEORGIA LIMITED LIABILITY COMPANY**

**IMPORTANT**

Remember to include your e-mail address when completing this transmittal form.  
Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: gmanuel@careertrain.com

**NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM**

1.	LLC Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank.)				
	<b>Dare Mighty Things, LLC</b>				
	LLC Name (List exactly as it appears in articles)				
2.	Walter E. Manuel			770-446-2159	
	Name of person filing articles (Certificate will be mailed to this person at address below.)			Telephone Number	
	3640 Hewatt Ct.				
	Address				
	Snellville	GA	30039		
	City	State	Zip Code		
3.	3640 Hewatt Ct.				
	Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box.)				
	Snellville	GA	30039		
	City	State	Zip Code		
4.	Walter Eugene Manuel				
	Name of LLC's Registered Agent in Georgia				
	3640 Hewatt Ct.				
	Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.)				
	Snellville	Gwinnett	GA	30039	
	City	County	State	Zip Code	
5.	Name and Address of Each Organizer (Attach additional sheets if necessary.)				
	Walter Eugene Manuel	3640 Hewatt Ct.	Snellville	GA	30039
	Organizer	Address	City	State	Zip Code
	Organizer	Address	City	State	Zip Code
6.	Mail the following items to the Secretary of State at the above address:				
	1) This transmittal form;				
	2) The Articles of Organization; and				
	3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable				
	Authorized Signature: <u>Walter Eugene Manuel</u>			Date: <u>5-1-2015</u>	
	Print Name: <u>Walter Eugene Manuel</u>				
	Signer's Capacity: (Choose one) <input type="checkbox"/> Member <input type="checkbox"/> Manager <input checked="" type="checkbox"/> Organizer <input type="checkbox"/> Attorney-in-fact				

Request certificates and obtain entity information via the Internet: [sos.georgia.gov/corporations](http://sos.georgia.gov/corporations)

## Dare Mighty Things Staff Resumes

### Jacqueline Bessette

#### SUMMARY OF QUALIFICATIONS

Jacqueline is a training and development specialist with nine years of experience in instructional systems design and training program facilitation. As Director of the Creative Learning Solutions team at Dare Mighty Things, Jacqueline provides innovative leadership to a multi-disciplinary team in the analysis, design, development, implementation, and evaluation of technology-infused learning products. Jacqueline has an extensive background in military families, marketing and outreach, communication, and organizational development. She serves a diverse range of clients; developing and delivering training for nonprofit organizations, foundations, and government agencies, such as Army OneSource, the Yellow Ribbon Reintegration Program, National Guard Family Program, the Amachi Expansion for Military and Civilian Families, and the National Guard Youth ChalleNGe Program. She served as training coordinator for Tamayo Consulting, Inc., where she specialized in presentation training, leadership development, and team-building, coordinating the preparation and logistics for large-scale training events. Jacqueline has presented at numerous national training conferences and contributed to industry publications, focusing on exciting new approaches for reaching learners through online content. She is an award-winning Toastmaster and also taught public speaking at San Diego State University, where she earned her Master's in Communication Studies.

#### PROFESSIONAL EXPERIENCE

##### *Director Creative Learning Solutions, Dare Mighty Things, Portsmouth, NH (2009-Present)*

Leads a multidisciplinary production team made up of analysts and technology specialists. Manages resource allocation in all phases of the development life cycle. Maintains the project schedules and budget. Oversees the end-to-end assessment, planning, and implementation of technology-based products and services that enable the efficient and effective development and delivery of training and technical assistance solutions. Implements training for audiences of up to 50 participants. Responsible for overall team development, motivation, and supervision.

- **Analysis:** Conducts in-depth data collection and analysis through document review, onsite observation, interviews, focus groups, and survey instruments.
- **Design:** Utilizes analysis findings and recommendations to craft client solutions. Designs approaches to adult learning experiences leveraging Bloom's Taxonomy, including rationale, content vision and description, and implementation methodologies. Collaborates with client-specific project teams to craft appropriate learning solutions, often as part of a blended learning strategy.
- **Development:** Leads development of innovative approaches to training for classroom-based learning, e-learning, micro learning, toolkits, tutorials, and webinars, including subject matter expert consultation, content creation, quality control, coordination with technical production teams, and final production testing and launch.
- **Implementation:** Conducts in-person and remote training sessions and coordinates outreach efforts on behalf of a wide range of programs, including the Yellow Ribbon Reintegration Program, National Guard Youth ChalleNGe Program, and the Amachi Expansion for Military and Civilian Families.

- **Evaluation:** Constructs all levels of Kirkpatrick evaluation in alignment with learning objectives to measure for participant reactions, knowledge transfer, and behavioral changes.

***Pro-Bono Trainer, City Year New Hampshire, Manchester, NH (2010-2013)***

Conducted needs assessment and designed and developed training curricula for Corps Members. Implemented semi-annual training for Corps Members on a range of topics, including establishing and maintaining relationships, conflict resolution, leadership, motivation, and team-building.

***Training Coordinator, Tamayo Consulting, Encinitas, CA (2006-2009)***

Developed curriculum on team-building, presentation skills, and leadership development, including Situational Leadership, styles, motivation, and impacting change. Coordinated the preparation and logistics for large-scale trainings. Created a knowledge management model by aligning corporate strategy with operational goals and providing best practices for achieving those goals. Led marketing campaign efforts, including coordination, scheduling, material development, documentation, and implementation, resulting in new client acquisition.

***Graduate Teaching Associate, San Diego State University, San Diego, CA (2006-2008)***

Independently taught undergraduate public speaking. Developed lesson plans and assessments.

## **EDUCATION**

- San Diego State University, Master of Arts, Communication Studies, 2008
- Bryant University, Bachelor of Arts, Communication, 2006

## **PRESENTATIONS, PUBLICATIONS, AWARDS**

- Featured Writer: Learning Solutions Magazine; November 2014; Six Instructional Design Tips for Learner Engagement <http://www.learningsolutionsmag.com/articles/1571/six-instructional-design-tips-for-learner-engagement>
- Presenter: Training Industry Conference and Expo 2014; REVEILLE! Partnering up with Military Training Methodologies for Performance
- Presenter: Learning Solutions Conference and Expo 2014; From Classroom to Print to Online: A Case Study on Reusable Content
- Presenter: E-learning Guild Online Forum 2014; Managing and Repurposing Learning Content: Proven Strategies and Techniques
- Contributing Writer: E-learning Guild E-Book; May 2014; 72 Tips for Using Media to Engage and Teach <http://www.learningsolutionsmag.com/articles/1418/new-ebook-72-tips-for-using-media-to-engage-and-teach>
- Best Speaker Award: Toastmasters International/Local Chapter Competition 2012

## Amber Anderson

### SUMMARY OF QUALIFICATIONS

Amber has eight years of professional experience in the fields of Information Technology, Social Media, Website Design, E-Marketing, Structured Frameworks, Branding, Animation, Website Development, Project Management, User Interface Design, Copy Editing, Systems Support, Program Branding, and Graphic Design. Proficient in all of Adobe's design, web based, animation, coding, video, sound, and interactive products, as well as a wide range of content specific programs from other software developers. She has eight years of hands on knowledge in standards compliant code, creation, with an emphasis on identity branding, efficacy, cross platform browser compatibility, interactivity, accessibility, and search engine optimization for all types of websites and online communities. Amber is fluent in CSS/CSS3 coding language as well as XML, HTML, HTML5, and XHTML, with a supporting catalog of knowledge in jQuery coding. Amber has designed and developed multimedia, graphics, training, web, and technology products for National Guard Youth ChalleNGe Program, Compassion Capital Fund, The Center for the Advancement of Mentoring, Eastern New Mexico University, DoD Yellow Ribbon Reintegration Program, Big Brothers Big Sisters of New York City, Army One Source, Prison Fellowship International, and an array of other clients representing nonprofits, government agencies, and foundations that serve both military and non-military cultures.

### PROFESSIONAL EXPERIENCE

#### *Multimedia Developer, Dare Mighty Things, LLC, Portsmouth, NH (2010-Present)*

Multimedia Developer as a part of the Creative Learning Solutions team, responsible for designing and developing multimedia, graphics, and web related tasks following the highest of standards while providing consistent engaging products. Delivers high quality graphics, formatting, animations, and visuals across multiple platforms client projects.

- **Website Design and Implementation.** Design, development, and modification of HTML and WordPress websites with implementation of design and brand style consistency. Plug-in modification and customization reflecting client needs and direction for all WordPress platform implementations. Customized menu, gallery, and navigation layouts and options. Content migration, consolidation, and reorganization from existing websites and/or organization material.
- **Technology and Systems Support.** Providing support and troubleshooting to DMT team members and systems. Updating of required software to servers, computers, and programs. Troubleshooting hardware issues and point of contact support for external vendors. Inventory management and organization of all hardware and systems. Server setup and configuration for e-learning lessons and client access.
- **SCORM and Packaging.** SCORM process and packaging of client files for transferring to LMS systems and implementation into custom learning paths. Troubleshooting and testing of files and learning path segments.

- **Technology Framework Implementation.** Implementation and development of website framework and structure containing XML coding, HTML structure, HTML5, ASPX framework integration, JQuery scripting, and CSS styling.
- **Document/Graphic Design and Layout.** Design and creation of numerous documents and projects in a multitude of mediums, including; white papers, websites, manuals, classroom and training materials, mobile products, promotional and marketing materials and reports. User-interface design, graphics, info graphics, PowerPoint templates and presentations, handouts, interactive DVDs, toolkits, and more. White glove copy editing all products for design finalization, document standards, and branding consistency.
- **E-learning Animation and Motion Graphics.** Conceptualization, storyboarding, design, and implementation of animations for e-learning modules and lessons that are reflective of the content presented to learner. Creation of all animations and motion graphics in support of e-learning, toolkits, classroom, online communities, and packaged products.
- **Team and Project Coordination.** Involved in all design briefs and project meetings while working closely and seamlessly with the CLS manager. Responsible for all communications regarding past, current, and future technology, multimedia, and design projects. Team deadline and task management in support of full scale project deadlines.

***Heinemann Publishing, eMarketing and Communications Specialist (2011-2012)***

Design, creation, and deployment of all marketing emails representing eight departments and their product lines and services. Troubleshooting HTML rendering issues across a wide variety of email clients and browsers. Implementing email best practices, testing methodologies, and analytics. Quantitative and detail oriented methods to assess trends and identify opportunities for enhancement. Maintain and monitor all Social Media outlets and traffic daily, including posting and following all applicable education trends in the media. Development and execution of corporate social strategies for multiple lines of business and departments. Infusion of social media best practices across all aspects of the business. Enhancement of social media client base, engagement, and reputability. Custom design for specific project and/or client requirements. Web graphics, banners, identity branding, promotional products, layout, editing, and print proofing for a wide variety of projects and product lines. PDF creation and layout of compilation graphics used in presentations at conferences and sessions.

***Database Developer / Multimedia Designer Little Harbor Technology (2007-2010)***

Creation of adaptations to current steel mapping and inventory normalized database. Extracting reports, summaries, and performance metrics. Graphic design in creation of, or reflection of current identity. Business cards, rack cards, car graphics, posters, banners, signs, trade show displays, portfolios, white papers, reports, etc. Involved in all design briefs and project meetings directly with the client, most times in their work environment for a hands on feel. Deadline and task management for all graphics and web related projects in the company. Design and creation of numerous websites and projects for a variety of clients and businesses. HTML and CSS coding optimized for the web and cross browser compatibility.

## **EDUCATION**

- **Certification in XHTML and CSS Training**, EClasses.org; 2007
- **MS Access Applications Design Certification**, Midcoast Community Education, Rockland, Maine; 2007
- **Diploma**, Georges Valley High School Thomaston, Maine; 1996-1999

# Shannon Langtry

## SUMMARY OF QUALIFICATIONS

Shannon is an Associate Analyst with experience in classroom-based and online training development, as well as program design and assessment. As a member of the Creative Learning Solutions team, she contributes to the analysis, design, development, and evaluation of the ADDIE model of design to help create customized and innovative learning products. Prior to becoming an Associate Analyst, Shannon was a Carsey Social Innovation Intern for Dare Mighty Things where she gained her passion for aiding vulnerable populations through creative learning outreach and program design. She has been an active leader in many community service organizations, such as Alpha Phi Omega, Kiwanis, Pease Greeters, Net Impact, and other leadership programs. Shannon earned a BA in Spanish and Psychology, magna cum laude, from the University of New Hampshire. She conducts research and designs curriculum for topics pertaining to deployment and aiding military families. She also develops classroom-based, e-learning, and micro learning modules based upon such research and design. The modules include a variety of interactive learning activities, multimedia, and resources that are catered to the principles of adult learning.

## PROFESSIONAL EXPERIENCE

*Associate Analyst Creative Learning Solutions, Dare Mighty Things, Portsmouth, NH*

*(2013-Present)*

Designs learning modules for nonprofit organizations, foundations, and government agencies, such as the Yellow Ribbon Reintegration Program, National Guard Youth ChalleNGe Program, and Amachi Expansion for Military and Civilian Families. Develops and revitalizes content to be used in technology-infused learning products tailored to adult learners. Inspects finished products before and after customer review to ensure high-quality learning and customer satisfaction.

- **Analysis:** Conducts in-depth data collection and analysis through document review and research.
- **Design:** Assesses analysis findings and recommendations to adapt to client needs. Conceptualizes approaches to adult learning experiences leveraging Bloom's Taxonomy, including rationale, content vision and description, and implementation methodologies. Collaborates with client-specific project teams to create appropriate learning solutions, often as a blended learning strategy.
- **Development:** Forms innovative approaches to training for classroom-based learning, e-learning, micro learning, and toolkits, including subject matter expert consultation, content creation, quality control, coordination with technical production teams, and final production testing.
- **Evaluation:** Constructs Kirkpatrick evaluations in alignment with learning objectives to measure for participant reactions, knowledge transfer, and behavioral changes.

## EDUCATION

- University of New Hampshire, Bachelor of Arts, Spanish and Psychology, 2014

## **Mary Bergner**

### **SUMMARY OF QUALIFICATIONS**

Mary is a strategic and innovative leader, utilizing expert knowledge on military operations, deployment and reintegration programs, and service member needs to advise civilian and military leadership. Leads teams to deliver high quality programs that are responsive to veteran's unique requirements. Leverages strong interpersonal skills to influence senior leadership, deliver training, and share ideas. Is passionate about helping military veterans and adding significant value to business relationships. Excels in environments where strong gap analysis, public speaking and advocacy skills are required. She is a LTC in the Army Reserves, serving as the Joint Personnel Officer for the 94<sup>th</sup> Regiment, Fort Devins, MA in charge of the Unit's Personnel Team for Army, Air, Navy and Marine Reserves who are operationally assigned to European Command. She has eighteen years of experience in the New Hampshire National Guard. As consultant Dare Mighty Things, Mary provides extensive subject matter expertise and vision to the analysis, design, implementation and evaluation of services and programs offered by the seven seals of the Guard and Reserves for Deployment Reintegration needs. Mary has an extensive background in the military as an enlisted member to being an officer in the National Guard to include a deployment as a commander, work with military families, outreach, communication, and organizational development. She has Joint Services experience; developing and delivering training, providing advisement and gap analysis. Has a strong working knowledge of Federal, National, State, Local, and community resources established for Service Members, Veterans and their Families. Her time with the New Hampshire National Guard and the Home Base Program as well as her own experience as a Veteran receiving care provides a strong working knowledge of programs available in the New England area. She served as the Director for Military and Veterans Affairs for the Red Sox Foundation/MGH Home Base Program, the Deployment Cycle Support officer for the Yellow Ribbon Program for the New Hampshire National Guard where she specialized in the build of the Deployment Cycle Support Program, presentation training, leadership development, and team-building, coordinating the preparation and logistics for multiple deployment Yellow Ribbon Events. Mary has extensive experience presenting at national training conferences and focusing on connecting her experience, knowledge and keen sense of identifying and creating material that can relate, influence and produce effective outcomes for Service Members and their Families working through the Deployment Cycle.

### **PROFESSIONAL EXPERIENCE**

#### **2012 – present      INDEPENDENT BUSINESS CONSULTANT, Dare Mighty Things**

- Advising federal government clients on the Yellow Ribbon Program that serves service members and their families during deployment and reintegration
- Building and maintaining strong working relationships with DMT senior management, Department of Defense leadership, and National Guard Bureau management
- Analyzing program data to determine program effectiveness across all seven seals of the National Guard and reserves across 54 states and territories

***Key Accomplishments:***

- Creating new data collection tools to compile comprehensive and robust data, identifying trends for performance management measurements, and user friendly replicable and scalable tools for process improvement

**2011 – 2012**

**DIRECTOR OF MILITARY AND VETERAN AFFAIRS**

**Red Sox Foundation & Massachusetts General Hospital Home Base Program**

- Guided veterans seeking care for combat stress, post-traumatic stress disorder (PTSD), traumatic brain injury (TBI) and other conditions
- Managed, coached, and developed a team of Veteran Outreach coordinators in the provision of peer support and outreach services to veterans, their families, and organizations
- Partnered with key military, Veteran's Administration, community, state, federal, and non-profit organizations to ensure comprehensive and responsive reintegration services

***Key Accomplishments:***

- Created and implemented the strategic and operational plan for the outreach efforts and tracking system for the Home Base Program, providing treatment plans, care, and transitional support
- Led expansion plans for delivery of services to other areas across New England and the US

**2009 – 2011**

**J1 DEPLOYMENT CYCLE SUPPORT DIRECTOR, NHNG**

- Led 34 employees across 3 major branches including the Family Program Office, Community Support Services, and Veteran's Family Outreach programs supporting over 4,000 service members and their families
- Assessed client needs and developed innovative programs to address these needs

***Key Accomplishments:***

- Provided expert advice to leadership on deployment related issues faced by service members
- Planned and executed 20 major pre-deployment and post-deployment events to ensure smooth transitions

**2007 – 2009**

**DEPUTY HUMAN RESOURCES OFFICER, NHNG**

- Provided strong personnel leadership for the Army and Air National Guard, including evaluation and development of policies, preparation of reports on HR initiatives, and senior leadership presentations
- Supervised the technical operations section, including budget management, position classification, and Army and Air manning vouchers

***Key Accomplishments:***

- Coordinated and managed the Technician and Active Guard Reserve programs for over 600 employees
- Advised Army and Air managers, supervisors, employees, and team members on the proper handling of personnel matters

**2006 – 2007            SUPERVISORY HUMAN RESOURCE SPECIALIST**

- Managed and trained 6 HR Specialists in the delivery of a variety of HR functions, including recruitment, placement, employee relations, benefits, classification, compensation, and HR information systems
- Guided management on the fair and successful resolution of human resources issues
- Ensured all HR policies complied with state National Guard Bureau, Office of Personnel Management rules

***Key Accomplishments:***

- Tracked and managed job classifications under the Federal Wage and General Schedule pay systems, as well as military and state pay schedules
- Assumed the duties of the HR Director in their absence

**2005 – 2006            AGR PROGRAM MANAGER**

- Delivered exceptional HR services for programs critical to Army and Air National guard operations
- Created and implemented the AGR transformation process for the Army National Guard

**2001 – 2005            STATE EQUAL EMPLOYMENT MANAGER**

- Provided expert advice to the Office of the Adjutant General on all equal employment opportunity matters, such as the merit and validity of discrimination complaints
- Compiled and analyzed demographic data for EEO climate assessments and Affirmative Employment Plan

***Key Accomplishments:***

- Supervised the NH National Guard Equal Opportunity program, including preparing reports required by the EO/EO Division and maintaining training materials
- Developed and delivered EEO and POSH training courses to a wide range of employees and managers
- Served as the State Diversity Initiatives Coordinator and master trainer for NGB training of SDIC's

**EDUCATION**

- MBA**                    Masters in Business Administration, *University of Phoenix (expected 2/2015)*
- BS**                      Bachelor of Science in Liberal Arts and Health Science, *Excelsior College, Albany, NY*

## **PRESENTATIONS, PUBLICATIONS, AWARDS**

**Certifications** National State Diversity Master Facilitator; DoD Program Manager; Four Lenses Trainer

**Development** Command and General Staff College (Masters Level Curriculum)  
Personnel Management; HR Management; Defense EO Institute Advisor Course  
Mediation Training; Facilitator Course  
Army Performance Improvement Criteria Evaluator; Army Instructor Course  
Sexual Assault Response Coordinator and Victim Advocate  
Classification; Fiscal Law; Combined Arms Strategic Studies

## **Caitlin Delaney**

### **SUMMARY OF QUALIFICATIONS**

Caitlin graduated from the University of New Hampshire in 2006 with a degree in Political Science. She then went on to work in the nonprofit sector, joining the Clinton Foundation in Boston, MA, first as a recruitment intern, and then as the office manager. She transitioned to the Clinton Health Access Initiative (CHAI) and began working as a program coordinator for the HIV/AIDS initiative in March 2008, and later worked as a research associate for the same team. After leaving CHAI, Caitlin worked in public education as a paraprofessional at Portsmouth High School where she supported students with emotional and behavioral disabilities. In the fall of 2010, Caitlin began her Masters of Public Policy in Washington, DC, where she focused on nonprofit policy and leadership. While in DC, Caitlin interned in the office of Senator Jeanne Shaheen (NH), worked as a research associate for the Georgetown Health Policy Institute, and as an Associate for the National Committee for Responsive Philanthropy (NCRP). Caitlin joined Dare Mighty Things in May 2012 and works as a variable part-time analyst supporting a range of clients through the development of training products, analysis, and evaluation.

### **PROFESSIONAL EXPERIENCE**

<b>Dare Mighty Things</b>	<b>Variable Part-Time Analyst</b>	<b>Present</b>
<b>Dare Mighty Things</b>	<b>Associate Analyst</b>	<b>2012-2014</b>
<ul style="list-style-type: none"><li>- Analysis: Conducts in-depth data analysis through document review, onsite observation, and survey instruments, to contribute to performance measurement projects.</li><li>- Development: Develops curriculum for classroom-based learning, e-learning, toolkits, and webinars by incorporating subject matter expert consultations, creating content, engaging quality control, coordinating with the technical production team, and testing the final production.</li><li>- Evaluation: Develops level 2 and 3 evaluations to measure increase in participants' knowledge and skills, in alignment with learning outcomes.</li><li>- Program Design: Conducts field research and gathers input from subject matter experts, to contribute to program design products, including creation of process diagrams, performance indicators, and standards of performance.</li></ul>		
<b>Opus Advisors</b>	<b>Associate</b>	<b>2014-present</b>
<ul style="list-style-type: none"><li>- Lead client project work including weekly team meetings and regular client communications</li><li>- Facilitates strategic planning and organizational assessment work for clients</li><li>- Conduct donor research and prepare strategic briefs for engaging prospects</li></ul>		
<b>National Committee for Responsive Philanthropy Associate</b>		<b>2011-2012</b>
<ul style="list-style-type: none"><li>- Organize and analyze data from member organizations and non-profits</li><li>- Report on ROI of philanthropic investments nationally</li></ul>		
<b>Georgetown Health Policy Institute</b>	<b>Research Associate</b>	<b>2011 (Jan-May)</b>
<ul style="list-style-type: none"><li>- Conducted research on mental health and substance abuse terminology for consideration and inclusion in national health policy legislation</li></ul>		

**Clinton Health Access Initiative (CHAI)    Research Associate                    2009 (Sept-Nov)**

**Program Coordinator                    2009 (Mar-Aug)**

- Coordinated consensus-building project with staff, doctors, and experts on standards for revised WHO HIV/AIDS treatment and financing

**William J. Clinton Foundation                    Office Manager                    2008-2009**

- Transitioned international headquarter's office through a period of growth and relocation

- Managed day-to-day operations of 50+ person office, reporting to CFO

- Defined and executed processes and procedures to streamline efforts of multiple teams

- Managed the internship program, including training and oversight of 20+ students per semester

## **EDUCATION**

- 2012 Masters of Public Policy, Nonprofit Policy and Leadership, Georgetown Public Policy Institute, Georgetown University
- 2006 Bachelors of Arts, Political Science, University of New Hampshire' Magna Cum Laude, Phi Beta Kappa

## Ariele Sieling

### SUMMARY OF QUALIFICATIONS

As a variable part-time member of the Creative Learning Solutions team at Dare Mighty Things, Ariele contributes to product development in the areas of training and performance management in support of multiple clients, including nonprofit organizations, foundations, and government agencies. Her strong writing and editing skills provide a solid base for instructional systems design, primarily in the areas of military families and youth development. She has developed innovative learning products, often as part of a blended learning approach, with a focus on improving clients' organizational outcomes. Ariele earned a BA in communication with a focus in interpersonal and organizational communication from the University of North Carolina at Chapel Hill.

### PROFESSIONAL EXPERIENCE

**Variable Part-Time Analyst, Dare Mighty Things** **Present**  
**Associate Analyst, Dare Mighty Things** **February 2012 – September 2013**

- Developed IACET-authorized curriculum for classroom-based learning, e-learning, toolkits, and webinars for adult learners by incorporating subject matter expert consultations, creating content, engaging quality control, coordinating with the technical production team, and testing the final production.
- Developed level two and three evaluations using the Kirkpatrick model, to measure participants' knowledge and skills.

**Copy Editor, Vacation Innovations** **August 2014 – Present**

- Edit content that is published on various websites, blogs, and internally.
- Manage the revision process to ensure accuracy and consistency of published content across all brands and platforms.
- Do keyword research and analysis to impact the search ranking performance of individual pages and sites as a whole.
- Help develop processes to streamline writing, editing, and development.
- Provide training on grammar and writing.

**Web Content Writer, Vacation Innovations** **January 2014 – August 2014**

- Researched, created, edited, and wrote unique educational and sales-related content optimized for search engines and catered to meet the needs of the target consumer. Developed micro-sites, mini-sites, and suites of pages for larger sites.
- Did keyword research and analysis to impact the search ranking performance of individual pages and sites as a whole.
- Monitored page and content performance, and updated content as needed to improve the search ranking of the site.
- Managed social media for specific brands, using Facebook, Twitter, Google+, LinkedIn, and Hootsuite.

**Manager of Production and Design, Garreson Publishing** **August 2012 – September 2013**

- Formatted, copyedited, and produced books into home printable versions, ebooks, and CreateSpace books.
- Managed website updates, blog postings, and marketing through the website, social media, and newsletter.

**Researcher, OnForce**

**January 2011 – January 2012**

- Researched legislation regarding licensing required to install security and telecommunications systems across the U.S.
- Developed easy-to-read documentation of findings.

**EDUCATION**

- 2010 B.A. Communication Studies, University of North Carolina at Chapel Hill
- 2007 A.S. Liberal Arts, Monroe Community College

## **Jim Seevers**

### **SUMMARY OF QUALIFICATIONS**

Jim's leadership and performance management experience touches all aspects of Dare Mighty Things projects. His primary focus has been project integration, organizational development, performance-based process analysis, technology-enhanced learning solutions and staff development, and change management. His experience with initiatives for vulnerable populations includes training and technical assistance for positive youth development, nonprofit capacity building, and programs in support of veterans and military families. He has supported service providers in residential settings and through community and faith-based organizations. He has developed innovative methods and tools for successful outcome-oriented and process-based results in the public, nonprofit, and commercial sectors. Jim's 28 years of service in the federal government includes contributions as the Manpower and Personnel Director for all DOD Service Members and families in the Pacific region. He also served for eight years on the Veterans and Retirees Advisory Council for the Air Force Association. He is currently involved in public sector and nonprofit initiatives that enhance the lives of at risk youth on a national scale. Jim earned a Master of Business Administration from Louisiana Tech University and a Bachelor of Science in International Affairs from the U.S. Air Force Academy.

### **PROFESSIONAL EXPERIENCE**

*Chief Operating Officer, Dare Mighty Thing, Portsmouth NH and Falls Church, VA ( 2007-Present)*

Responsible to those we serve and CEO of MPSC for all operations of Dare Mighty Things. He sets operating standards and provides staff development opportunities to meet or exceed customer requirements while ensuring staff continuity and enhancing professional capabilities. Jim is directly involved in Yellow Ribbon Reintegration Program support for the Office of the Secretary of Defense (OSD) and the National Guard, the National Guard Youth Challenge Program, Amachi Mentoring for the Office of Juvenile Justice and Delinquency Prevention, and Big Brothers Big Sisters training and performance analysis. In recent years he was involved in the management of the National Resource Centers for the Compassion Capital Fund and the Mentoring Children of Prisoners Program in the Department of Health and Human Services. His involvement in these programs ranged from project design to resource allocation, and from staff mentoring to outcome measurement and evaluation. Notable areas of expertise include:

- Positive Youth Development
- Organizational Performance and Development
- Human Services Capacity Building
- Instructional Systems Design
- National Training Operations
- Management Consulting and Technical Assistance
- Outcome-based Performance Measurement
- Quantitative Decision Making

***Division Manager and Senior Consultant, SA, McLean, VA (1998-2007)***

Jim served as leader of organizational development and change management consultant division. Clients ranged from senior staff in the Air Force, Army, and Navy to the Illinois Department of Transportation, as well as commercial and nonprofit clients. Primary services included strategic planning and performance management facilitation, business process reengineering (BPR), knowledge management, and quantitative staffing analysis. Examples of specific activities include project manager for the OSD Change Management Center, lead facilitator for the OSD Business Initiatives Council, BPR lead for the Air Force Flight Test Center and Strategic Planning lead facilitator for Naval District Washington.

***Director of Operations, International Youth Institute, Alexandria, VA (1996-1998)***

Jim designed, developed, and guided comprehensive training programs for more than 25 public and private residential programs for “at-risk” youth in 14 states. Programs included juvenile justice and adolescent behavioral health with emphasis on positive youth development

***Various Assignments, U.S. Air Force, Worldwide (1968-1996)***

Including Professor of Aerospace Science (ROTC) at Cornell University, Director of Manpower and Organization for U.S. Pacific Command, Commander of the Air Force Management Engineering Agency, and Speechwriter for the Chief of Staff of the U.S. Air Force

**EDUCATION**

- Cornell University, Post Graduate Studies in Human Resource Management, 1995-1996
- Industrial College of the Armed Forces, Masters-equivalent Professional Development, 1988
- Louisiana Tech University, Master of Business Administration in Management Science, 1973
- U.S. Air Force Academy, Bachelor of Science in International Affairs, 1968

**PRESENTATIONS, PUBLICATIONS, TRAINING, and AWARDS**

- U.S. Air Force Professional Military Education through Senior Service School at National Defense University, Industrial College of the Armed Forces
- Military Decorations and Award include the Defense Distinguished Service Medal
- Continuous Process Improvement (CPI) and Manpower Management
- Total Quality Management and Balanced Scorecard
- Lead consultant for accreditation, International Association for Continuing Education and Training
- Beta Gamma Sigma, National Business Honorary

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Contractor Name:** Dare Mighty Things, LLC

**Name of Program:** Outreach, Education and Training to Benefit New Hampshire Veterans,  
Service Members and their Families - Initiative 2

**BUDGET PERIOD:** **SFY 15\***

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jacqueline Bessette	Project Manager	\$25,333	39.4%	\$9,975.36
Amber Anderson	Multimedia Designer	\$20,800	3.5%	\$720.00
Shannon Langtry	Instructional Systems Analyst	\$13,867	10.4%	\$1,440.00
Caitlin Delaney	Instructional Systems Analyst	\$17,333	3.8%	\$650.00
Ariele Seiling	Instructional Systems Analyst	\$17,333	3.8%	\$650.00
To Be Hired	Training Event Manager	\$12,480	53.4%	\$6,660.00
Jim SeEVERS	Relations	\$54,442	3.7%	\$2,041.00
Independent Consultant Members				
Ted Kehr	Military Relations Consultant	110/Hr	N/A	
Julie Golkowski	Mental Health Consultant	120/Hr	N/A	
Mary Bergner	Military Resources Consultant	110/Hr	N/A	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$22,136.36</b>

**BUDGET PERIOD:** **SFY 16\***

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jacqueline Bessette		\$76,000	10.3%	\$7,856.05
Amber Anderson		\$62,400	1.0%	\$600.00
Shannon Langtry		\$41,600	4.8%	\$2,000.00
Caitlin Delaney	Instructional Systems Analyst	\$52,000	2.4%	\$1,250.00
Ariele Seiling	Instructional Systems Analyst	\$52,000	2.4%	\$1,250.00
To Be Hired	Training Event Manager	\$37,440	65.4%	\$24,480.00
Jim SeEVERS	Relations	\$163,325	1.9%	\$3,140.00
Independent Consultant Members				
Ted Kehr	Military Relations Consultant	110/Hr	N/A	
Julie Golkowski		120/Hr	N/A	
Mary Bergner		110/Hr	N/A	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$40,576.05</b>

\*Assumes March 1, 2015 Start Date for 16 month period of performance.

SFY15 Period - March 1, 2015-June 30, 2015. Salary is 1/3 of Annual Salary.

SFY 16 Period: July 1, 2015-June 30, 2016.

\*\*Independent consultants paid an hourly rate as shown; their total salary and percentages are outside the responsibility of DMT



W 28

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF COMMUNITY BASED CARE SERVICES**

**BUREAU OF COMMUNITY BASED MILITARY PROGRAMS**

Nicholas A. Toumpas  
 Commissioner

Diane Langley  
 Director

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9394 1-800-852-3345 Ext. 9394  
 Fax: 603-271-8556 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 20, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Community Based Military Programs to enter into an agreement with Dare Mighty Things, LLC (Vendor # 264583), One New Hampshire Ave., Suite 125, Portsmouth NH 03801, to provide Outreach, Education and Training services that will benefit New Hampshire veterans, service members and their families, in an amount not to exceed \$232,146.19, effective upon Governor and Executive Council approval through June 30, 2016. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget, with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-095-049-490510-29850000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP**

State Fiscal Year	Class/Object	Class Title	Activity Code	Contract Amount
2015	102-500731	Contracts for Program Services	49053316	\$89,895.21
2016	102-500731	Contracts for Program Services	49053316	\$142,250.98
			<b>Total</b>	<b>\$232,146.19</b>

**EXPLANATION**

The purpose of this request is to develop, provide, support, and/or coordinate outreach, education and training services to improve access to high quality and integrated health and human services for veterans, service members and their families.

These services include the coordination and provision of an education and training campaign that provides a minimum of fifty (50) multiple topic trainings regarding military culture training and education throughout the state to civilian and military providers, and the compilation and printing of a complete resource guide of local, state and federal resources, guides and websites available for veterans, service members and their families.

The New Hampshire Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Community Based Military Programs was established to collaborate, coordinate and communicate with military and civilian provider groups in the delivery of services to New Hampshire veterans, service members and their families.

Veterans account for almost eleven percent (11%) of the State of New Hampshire's population. Forty-eight percent (48%) of those veterans are over the age of 65.

Not all veterans are eligible for care through the Veterans Administration (VA), and many choose not to seek care there. Of the 113,094 veterans residing in New Hampshire, only 28,730 receive their health care through the VA (Veterans Administration, FY2012). New Hampshire is the only State in the nation without a full service VA medical facility (or equivalent Military Treatment Facility).

Based on the January 2014 Report from the Study Commission on Post Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI), the Department has identified funding from the Balancing Incentive Program to support these initiatives.

This contract was competitively bid. On November 14, 2014, 2014 the Department issued a Request for Proposals to solicit proposals from vendors to develop, provide, support, and/or coordinate outreach, education and training services to improve access to high quality and integrated health and human services for veterans, service members and their families. The request for proposals was available on the Department of Health and Human Services website from November 14, 2014 through December 22, 2014. There were eleven proposals submitted for these initiatives.

The proposals were evaluated by a team of individuals from the Department of Health and Human Services, members of New Hampshire Legislative Commission on Post Traumatic Stress Disorder and Traumatic Brain Injury, as well as leaders from the military/civilian community. All team members have knowledge and experience working with veterans, services members and their families as well as significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals. This vendor was selected receiving the highest scores for initiative two and three. The bid summaries are attached.

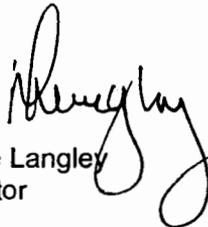
Should the Governor and Executive Council not approve this request, many community service and healthcare providers will not receive the needed military education and guidance on how to approach and provide the proper service for New Hampshire veterans, services members and their families. A lack of guidance and education could result in limited access to high quality and integrated health and human services for New Hampshire veterans, service members or their families. This could lead to our New Hampshire veterans, service members and their families not receiving the health care and other support services they need, resulting greater risk of undetected conditions which in turn could increase costs for New Hampshire citizens.

Area Served: Statewide

Source of funds: 100% Federal Funds from the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program (Medicaid Title XIX), Catalog for Domestic Assistance (CFDA) #93.778, Federal Award Identification Number (FAIN) 05-1405NHBIPP.

In the event that federal funds become no longer available, general funds will not be requested to support this request.

Sincerely,

  
Diane Langley  
Director

Approved By:

  
Nicholas A. Toumpas  
Commissioner



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

Outreach, Education and Training to  
Benefit NH Veterans, Service Members  
and their Families

15-DHHS-DCBCS-BCBMP-01

RFP Name

RFP Number

Reviewer Names

Initiative #2

Bidder Name

1. Atlas Research
2. Dare Mighty Things
3. Easter Seals NH
4. Long Term Care Partners
5. Public Consulting Group

Pass/Fail	Maximum Points	Actual Points
	315	159
	315	213
	315	194
	315	183
	315	90

1. Mary Monin, Director, NH Office of Veteran's Services (Technical)
2. Dr. Richard Wren, Mental Health Director White River Junction VA Medical Center (Technical)
3. Mike Farinola, Executive Officer, Combat Veterans Motorcycle Assoc. (Technical)
4. Kelley Capuchino, Medicaid Policy Analyst, DHHS (Technical)
- 5.
6. Donna Walker, Administer III, Financial Management/ Audits, DHHS (Cost)
7. P.J. Nadeau, Financial Analyst, DHHS (Cost)
8. Commandant Peggy LaBrecque, NH Veterans Home (Cost)
- 9.



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
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Outreach, Education and Training to  
Benefit NH Veterans, Service Members  
and their Families

15-DHHS-DCBCS-BCBMP-01

RFP Name

RFP Number

Reviewer Names

Initiative #3

Bidder Name

1. Atlas Research
2. Dare Mighty Things
3. Easter Seals NH
4. Long Term Care Partners
5. Public Consulting Group
6. Say It Write Communications

Pass/Fail	Maximum Points	Actual Points
	195	85
	195	133
	195	122
	195	102
	195	40
	195	45

1. Mary Morin, Director, NH Office of Veteran's Services (Technical)
2. Dr. Richard Wren, Mental Health Director White River Junction VA Center (Technical)
3. Mike Farinola, Executive Officer, Combat Veterans Motorcycle Assoc. (Technical)
4. Kelley Capuchino, Medicaid Policy Analyst (Technical)
- 5.
6. Donna Walker, Administer III, Financial Management/ Audits (Cost)
7. P.J. Nadeau, Financial Analyst (Cost)
8. Commandant Peggy LaBrecque, NH Veterans Home (Cost)

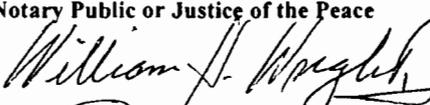
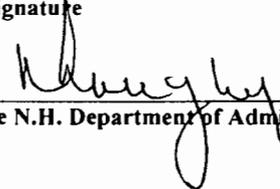
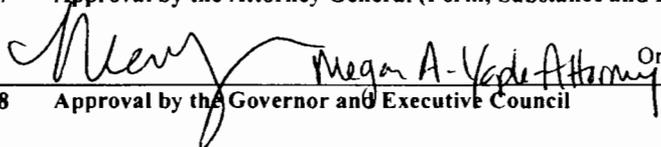
Subject: Outreach, Education & Training to Benefit NH Veterans, Service Members and their Families - Initiative 2 & 3

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Dare Mighty Things, LLC.		<b>1.4 Contractor Address</b> One New Hampshire Ave, Suite 125 Portsmouth NH 03801	
<b>1.5 Contractor Phone Number</b> 571-255-8771	<b>1.6 Account Number</b> 05-095-049-490510- 29850000-102-500731	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$232,146.19
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> JAMES S. SEEVERS CHIEF OPERATING OFFICER	
<b>1.13 Acknowledgement:</b> State of <u>VA</u> , County of <u>FAIRFAX</u> On <u>3/16/15</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		My commission expires, this 31 <sup>st</sup> day of October 2015. Reg. No. 7082589	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> WILLIAM H. WRIGHT, JR			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Diane Langley, DCBCS Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Vede Attorney On: <u>3/16/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials:   
Date: 2/17/15







## Scope of Services

### 1. Provisions Applicable to All Services

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

### 2. Services to Be Provided

The Contractor will coordinate and provide "Initiative 2 – a Military Culture Training and Education Campaign" which coordinates and provides training and education to civilian and military providers.

The Contractor will coordinate and provide "Initiative 3 – Strengthening Military Resources" by compiling and completing a resource guide of local, state and federal resources available for veterans, service members and their families.

- 2.1. The Contractor will collaborate with the Bureau of Community Based Military Programs and the vendor associated with Initiative 1 "Ask the Question" of the Outreach, Education and Training to Benefit New Hampshire Veterans, Service Members and their Families contract. The purpose of this collaboration is to ensure that efforts between Initiative 1, 2 & 3 are coordinated to ensure that the messaging, services, partners and programs are consistent, shared and maximized across the State.
- 2.2. The Contractor will provide coordination and the provision of training and education to civilian and military providers on military culture and other military healthcare issues.
  - 2.2.1. The Contractor will develop and/or provide a Statewide Train the Trainer Program.
  - 2.2.2. The Contractor will develop a statewide speaker/trainers bureau consisting of a minimum of twelve (12) volunteer trainers.
    - 2.2.2.1. The Contractor will identify, recruit and prepare highly motivated volunteer trainers who have the following skills/abilities/qualifications:
      - 2.2.2.1.1. Self-motivated;



Exhibit A

- 2.2.2.1.2. Passionate about the subject;
  - 2.2.2.1.3. Understand that great facilitation includes listening and empathy;
  - 2.2.2.1.4. Pre-existing network within the realm of the future audience;
  - 2.2.2.1.5. Strong understanding of the audience and their culture;
  - 2.2.2.1.6. Calm under pressure;
  - 2.2.2.1.7. Adaptable and agile, especially when seen with unforeseen challenges;
  - 2.2.2.1.8. A bias for initiative and improvement; and
  - 2.2.2.1.9. Part salesman, part entertainer, part subject matter expert but always authentic
- 2.2.2.2. The Contractor will recruit volunteer trainers from a variety of backgrounds such as:
- 2.2.2.2.1. Health and mental health organizations and agencies;
  - 2.2.2.2.2. Veteran Service Organizations;
  - 2.2.2.2.3. Peer support agencies;
  - 2.2.2.2.4. Family readiness groups;
  - 2.2.2.2.5. Social service agencies;
  - 2.2.2.2.6. National Alliance on Mental Illness;
  - 2.2.2.2.7. NH National Guard;
  - 2.2.2.2.8. NH National Guard Association;
  - 2.2.2.2.9. Veterans Health Administration;
  - 2.2.2.2.10. Veterans Benefits Administration;
  - 2.2.2.2.11. UNH Carsey School of Public Policy;
  - 2.2.2.2.12. Employer Support of the Guard and Reserves;
  - 2.2.2.2.13. Law enforcement organizations; and
  - 2.2.2.2.14. Other military and civilian organization/community groups.
- 2.2.2.3. The Contractor will ensure the development of the trainers by including three (3) distinct actions prior to training:
- 2.2.2.3.1. Curriculum review with trainers;
  - 2.2.2.3.2. Train-the-trainer course using actual curriculum; and
  - 2.2.2.3.3. Observation of the initial trainer in action.



Exhibit A

- 2.2.2.3.3.1. A core team member will observe the first training event and provide both written and oral feedback.
- 2.2.2.3.3.2. Evaluations received from the trainings will be reviewed with the trainers to maintain their motivation and continuously improve their skills.
- 2.2.2.4. The Contractor will collaborate with the Bureau of Community Based Military Programs and the Commission on Post Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI) in the identification and recruitment of other presenters, who may not be official members of the Train the Trainer Program, but who would add significant value to the training content.
- 2.2.3. The Contractor will coordinate and provide a minimum of fifty (50) multiple topic trainings throughout the state to multiple agencies/organizations/groups such as:
  - 2.2.3.1. Healthcare agencies;
  - 2.2.3.2. Social services agencies;
  - 2.2.3.3. State and local law enforcement;
  - 2.2.3.4. Courts;
  - 2.2.3.5. Domestic violence shelters;
  - 2.2.3.6. Disability rights centers;
  - 2.2.3.7. Sexual assault support services;
  - 2.2.3.8. Substance abuse treatment centers;
  - 2.2.3.9. Public schools, private schools, and institutions of higher education;
  - 2.2.3.10. Community Mental Health Centers;
  - 2.2.3.11. Faith based organizations;
  - 2.2.3.12. Private practitioners;
  - 2.2.3.13. Department of Health and Human Services staff;
  - 2.2.3.14. Hospital staff; and
  - 2.2.3.15. Other military and civilian agencies.
- 2.2.4. The Contractor will assess the training interest and needs of groups/organizations that may benefit from the trainings using the ADDIE (Analysis, Design, Development, Implementation, and Evaluation) process to better prepare providers to address the unique needs of veterans, service members and their families. This will include using:

*[Handwritten Signature]*  
*2/17/15*



Exhibit A

- 2.2.4.1. Existing networks;
  - 2.2.4.2. Visits;
  - 2.2.4.3. Phone calls;
  - 2.2.4.4. Social media; and
  - 2.2.4.5. Discussion groups.
- 2.2.5. The Contractor will develop curriculum for the trainings which will include, but are not limited to:
- 2.2.5.1. A focus on stigma reduction;
  - 2.2.5.2. Understanding military culture and the varying deployment cycle;
  - 2.2.5.3. Appreciating the effects of deployment on spouses and families;
  - 2.2.5.4. Re-integration challenges for service members and their families;
  - 2.2.5.5. Caring for veterans, service members, and their families, who are dealing with PTSD;
  - 2.2.5.6. Caring for veterans, service members, and their families, who are dealing with TBI;
  - 2.2.5.7. Effects of PTSD on veterans, service members, and their families;
  - 2.2.5.8. Effects of TBI on veterans, service members, and their families;
  - 2.2.5.9. Suicide Prevention;
  - 2.2.5.10. Substance Use Disorder;
  - 2.2.5.11. Homelessness; and
  - 2.2.5.12. Understanding veterans of all ages and how to better serve them.
- 2.2.6. The Contractor will build upon existing training materials/curriculum as well as use the ADDIE process for Instructional Systems Design in determining and developing military culture training curriculum for multiple audiences.
- 2.2.6.1. The Contractor will modularize training packages to provide flexibility for delivery, based on the specific needs of each group.
  - 2.2.6.2. The Contractor will arrange for appropriate presenters and curriculum; and
    - 2.2.6.2.1. Presenters will be well matched to those receiving the training.
- 2.2.7. The Contractor will promote the trainings, recruit attendees and be available to answer any training questions through the employment of a toll free phone line, specific email address and access to web-based information.



Exhibit A

- 2.2.8. The Contractor will coordinate and organize at least four (4) statewide conferences which will provide military culture training, develop and strengthen collaborative relationships, explore strategies and improve access to high quality and integrated health and human services to best support veterans, service members and their families. This will include:
- 2.2.8.1. Venue coordination;
  - 2.2.8.2. Event promotion;
  - 2.2.8.3. Food selection;
  - 2.2.8.4. Brochure development and distribution;
  - 2.2.8.5. Recruitment of attendees;
  - 2.2.8.6. Materials/handouts for training;
  - 2.2.8.7. Registration tracking;
  - 2.2.8.8. Conference evaluation; and
  - 2.2.8.9. Payment.
- 2.2.9. The Contractor will use the Kirkpatrick model of assessment and evaluations tied to specified learning outcomes. This approach includes:
- 2.2.9.1. An evaluation pre-test that will be administered prior to participants taking the training to gauge their baseline knowledge and behavior.
  - 2.2.9.2. A combined evaluation course survey/post-test that will be administered, immediately upon completion of the training, to measure the participants' increase in knowledge and reaction/feedback on the course.
    - 2.2.9.2.1. The Contractor will adjust trainings accordingly to ensure continuous quality improvement.
  - 2.2.9.3. A final evaluation that will be administered sixty (60) to ninety (90) days after completion of the training to measure behavioral changes.
  - 2.2.9.4. Results of the evaluations will be provided to developers and instructors for continuous quality improvement.
- 2.3. The Contractor will identify, compile and print a complete resource guide of local, state and federal resources based on an initial review of existing resources, guides and websites available for veterans, service members and their families, which will include but not be limited to the following services:
- 2.3.1. Caregiving;
  - 2.3.2. Child Care;
  - 2.3.3. Community Supports;



Exhibit A

- 2.3.4. Education;
- 2.3.5. Faith-Based Services;
- 2.3.6. Family Readiness;
- 2.3.7. Food;
- 2.3.8. Financial Counseling;
- 2.3.9. Grief Counseling;
- 2.3.10. Legal Assistance;
- 2.3.11. Health Insurance;
- 2.3.12. Homeless and Housing;
- 2.3.13. Mental Health;
- 2.3.14. Military Youth Programs;
- 2.3.15. Mortgage and Rent Support;
- 2.3.16. Older Veteran Services;
- 2.3.17. Post - Traumatic Stress Disorder;
- 2.3.18. Substance Use Disorder;
- 2.3.19. Suicide Prevention;
- 2.3.20. Transportation;
- 2.3.21. Traumatic Brain Injury;
- 2.3.22. Unemployment;
- 2.3.23. Women's Services;
- 2.3.24. Veteran Benefits; and
- 2.3.25. Veteran Service Organizations.

2.4. The completed resource guide will include but not be limited to:

- 2.4.1. Front and back cover;
- 2.4.2. Table of Contents listed by service and topic;
- 2.4.3. Name of Agency/Provider;
- 2.4.4. Contact Information of Agency/Provider which will include:
  - 2.4.4.1. Physical and mailing address (if different from physical address);
  - 2.4.4.2. Phone number;

*AS*  
2/17/15



Exhibit A

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- 2.4.4.3. TTY number;
  - 2.4.4.4. Email address;
  - 2.4.4.5. Brief description of the service provided (400 characters or less);
  - 2.4.4.6. Catchment area (cities/towns to which services are provided);
  - 2.4.4.7. Hours of operation; and
  - 2.4.4.8. Agency/Provider's Website.
- 2.5. The Contractor will provide five-hundred (500) copies and one electronic copy of the completed resource guide to the Bureau Chief of the Bureau of Community Based Military Programs.
- 2.6. The Contractor will compare the completed resource guide to the State of New Hampshire ServiceLink Community Services Directory.
- 2.6.1. Any resource information not found in the State of New Hampshire ServiceLink Community Services Directory will be provided to the DHHS ServiceLink Program Manager.

**3. Reporting Requirements**

- 3.1. The Contractor will provide the Bureau Chief of Community Based Military Programs a separate detailed work plan for each of the two (2) initiatives, within ten (10) days of the contract's approval date, which will include but not be limited to:
- 3.1.1. Objective/Activity;
  - 3.1.2. Staff (including subcontractors, consultants and volunteers) responsible for each portion of the objective/activity, by task, as identified in section 3.1.1;
  - 3.1.3. Anticipated Outcomes;
    - 3.1.3.1. Number of individuals trained;
    - 3.1.3.2. Regional areas covered; and
    - 3.1.3.3. Knowledge/behavior changes based on the training.
  - 3.1.4. Monthly timeline which will include specific tasks; and
  - 3.1.5. Follow up/Evaluation.
- 3.2. The Contractor will meet and/or teleconference with the Bureau Chief of Community Based Military Programs and/or other DHHS personnel on a monthly basis.
- 3.3. The Contractor will provide a report for "Initiative 2 – a Military Culture Training and Education Campaign", by the fifteenth of each month, to the Bureau of Community Based Military Programs that includes but is not limited to the following:



Exhibit A

- 
- 3.3.1. The number of training sessions;
  - 3.3.2. Name and description of the Military culture training session;
  - 3.3.3. Location of training sessions;
  - 3.3.4. Number of participants;
  - 3.3.5. Evaluation feedback from trainings;
  - 3.3.6. Challenges, successes and other highlights of the training; and
  - 3.3.7. Other information as requested by the Bureau of Community Based Military Programs.
- 3.4. The Vendor will provide a monthly report for "Initiative 3 – Strengthening Military Resources" by the fifteenth of each month, to the Bureau of Community Based Military Programs that includes but is not limited to the following:
    - 3.4.1. A progress update on the compilation of the resource guide;
    - 3.4.2. A progress update on the list of resources, not on the State of New Hampshire ServiceLink Community Services Directory, for the DHHS ServiceLink Program Manager; and
    - 3.4.3. Other information as requested by the Bureau of Community Based Military Programs.
  - 3.5. The Contractor will make quarterly presentations on the progress of the Military Culture Training and Education Campaign to the New Hampshire Legislative Commission on Post Traumatic Stress Disorder and Traumatic Brain Injury.

**4. Ownership and Control**

- 4.1. All activities, programs, messaging, curriculum, training materials and other work pertaining to any section of this contract are subject to review and approval of the Bureau Chief of the Bureau of Community Based Military Programs.
  - 4.1.1. The New Hampshire Legislative Commission on Post Traumatic Stress Disorder and Traumatic Brain Injury will serve as an advisory council for the work identified in this contract.
- 4.2. The Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all materials produced with the Department of Health and Human Services contract funding, including, but not limited to: brochures, resource directories, curriculum, training material, equipment, protocols, guidelines or intellectual property.



Exhibit A

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- 4.3. All documents (written, video, audio, and electronic) produced, reproduced or purchased under the contract shall have prior approval from the Bureau of Community Based Military Programs before printing, production, distribution, or use.
- 4.4. The Vendor shall credit the New Hampshire Department of Health and Human Services on all material produced under this contract.

**5. Delegation and Subcontractors**

- 5.1. The Contractor shall provide all services, either directly or through use of sub-contractor(s), consultant(s) or volunteer(s). If sub-contractor(s), consultant(s) or volunteer(s) are used, the Contractor shall: identify the name(s) of the sub-contractor(s), consultant(s) or volunteer(s); include the rationale and appropriateness of the sub-contractor(s), consultant(s) or volunteer(s) to be used, and indicate the terms of sub-contractor, consultant or volunteer agreement(s). Use of sub-contractor(s), consultant(s) or volunteer(s) is subject to Bureau of Community Based Military Programs' approval prior to contract award and implementation.

*A*



Exhibit B

**Method and Conditions Precedent to Payment**

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
  - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program (FAIN # 05-1405NHBIPP), for provision of services pursuant to Exhibit A, Scope of Services.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for services shall be processed as follows:
  - 2.1. The Contractor will submit an invoice by the fifteenth day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 2.2. Payment shall be on a cost reimbursement basis for actual expenditures and percentage of time incurred in the fulfillment of this agreement.
    - 2.2.1. Record must be available upon audit to substantiate all billing.
  - 2.3. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1.
    - 2.3.1. Due to the maintenance of effort (MOE) requirements for federal funding, the Contractor will submit a monthly staff time allocation invoice with their normal invoice which shall include the following:
      - 2.3.1.1. Name of Personnel;
      - 2.3.1.2. Title/position;
      - 2.3.1.3. The % of FTE for the contract;
      - 2.3.1.4. Hours worked on the contract;
      - 2.3.1.5. Brief description of the activity performed.
  - 2.4. Invoices shall be submitted to:

NH Department of Health and Human Services  
Attn: Bureau Chief of Community Based Military Programs  
129 Pleasant Street  
Concord, NH 03301-3857
3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
4. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**New Hampshire Department of Health and Human Services  
Outreach, Education and Training to Benefit New Hampshire Veterans,  
Service Members and their Families  
Initiative 2 and Initiative 3**



**Exhibit B**

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6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1  
Appendix C

**BUDGET FORM**

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

Bidder Name: Dare Mighty Things, LLC

Budget Request for: Outreach, Education and Training to Benefit New Hampshire Veterans, Service Members and their Families  
(Name of RFP)

Budget Period: SFY 15 for Initiative 2

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect Cost
1. Total Salary/Wages	\$ 22,136.36	\$ 7,083.64	\$ 29,220.00	Historical Data for Overhead, G&A, and Profit
2. Employee Benefits	\$ 8,079.77	\$ -	\$ 8,079.77	
3. Consultants	\$ 29,952.00	\$ -	\$ 29,952.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 888.00	\$ -	\$ 888.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 250.00	\$ -	\$ 250.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Conference Venue	\$ 2,000.00	\$ -	\$ 2,000.00	
Stipend for Trainers	\$ 1,500.00	\$ -	\$ 1,500.00	
Printing	\$ 600.00	\$ -	\$ 600.00	
<b>TOTAL</b>	<b>\$ 65,406.13</b>	<b>\$ 7,083.64</b>	<b>\$ 72,489.77</b>	

Indirect As A Percent of Direct

10.8%

Exhibit B-1  
Appendix C

**BUDGET FORM**

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

Bidder Name: Dare Mighty Things, LLC

Budget Request for: Outreach, Education and Training to Benefit New Hampshire  
Veterans, Service Members and their Families  
(Name of RFP)

Budget Period: SFY 16 for Initiative 2

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect Fixed Cost
1. Total Salary/Wages	\$ 40,576.05	\$ 12,984.34	\$ 53,560.39	Historical Data for Overhead, G&A, and Profit
2. Employee Benefits	\$ 14,810.26	\$ -	\$ 14,810.26	
3. Consultants	\$ 39,456.00	\$ -	\$ 39,456.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 3,448.00	\$ -	\$ 3,448.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 600.00	\$ -	\$ 600.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Conference Venue	\$ 16,000.00	\$ -	\$ 16,000.00	
Stipend for Trainers	\$ 4,500.00	\$ -	\$ 4,500.00	
Printing	\$ 800.00	\$ -	\$ 800.00	
Conference Venue	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 120,190.31</b>	<b>\$ 12,984.34</b>	<b>\$ 133,174.64</b>	

Indirect As A Percent of Direct

10.8%

Exhibit B-1  
Appendix C

**BUDGET FORM**

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

**Bidder Name:** Dare Mighty Things, LLC

**Budget Request for:** Outreach, Education and Training to Benefit New Hampshire Veterans, Service Members and their Families  
*(Name of RFP)*

**Budget Period:** SFY 15 for Initiative 3

Line Item	Direct		Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
	Incremental				
1. Total Salary/Wages	\$ 4,079.19	\$	\$ 1,305.34	\$ 5,384.53	Historical Data for Overhead, G&A, and Profit
2. Employee Benefits	\$ 1,488.90	\$	\$ -	\$ 1,488.90	
3. Consultants	\$ 7,920.00	\$	\$ -	\$ 7,920.00	
4. Equipment:	\$ -	\$	\$ -	\$ -	
Rental	\$ -	\$	\$ -	\$ -	
Repair and Maintenance	\$ -	\$	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$	\$ -	\$ -	
5. Supplies:	\$ -	\$	\$ -	\$ -	
Educational	\$ -	\$	\$ -	\$ -	
Lab	\$ -	\$	\$ -	\$ -	
Pharmacy	\$ -	\$	\$ -	\$ -	
Medical	\$ -	\$	\$ -	\$ -	
Office	\$ -	\$	\$ -	\$ -	
6. Travel	\$ 112.00	\$	\$ -	\$ 112.00	
7. Occupancy	\$ -	\$	\$ -	\$ -	
8. Current Expenses	\$ -	\$	\$ -	\$ -	
Telephone		\$	\$ -	\$ -	
Postage	\$ -	\$	\$ -	\$ -	
Subscriptions	\$ -	\$	\$ -	\$ -	
Audit and Legal	\$ -	\$	\$ -	\$ -	
Insurance	\$ -	\$	\$ -	\$ -	
Board Expenses	\$ -	\$	\$ -	\$ -	
9. Software	\$ -	\$	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$	\$ -	\$ -	
Printing	\$ 2,500.00	\$	\$ -	\$ 2,500.00	
Conference Venue					
<b>TOTAL</b>	<b>\$ 16,100.09</b>	<b>\$</b>	<b>\$ 1,305.34</b>	<b>\$ 17,405.44</b>	

Indirect As A Percent of Direct

8.1%

Exhibit B-1  
Appendix C

**BUDGET FORM**

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

Bidder Name: Dare Mighty Things, LLC

Outreach, Education and Training to Benefit New Hampshire  
Budget Request for: Veterans, Service Members and their Families  
*(Name of RFP)*

Budget Period: SFY 16 for Initiative 3

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 3,869.64	\$ 1,238.28	\$ 5,107.92	Historical Data for Overhead, G&A, and Profit
2. Employee Benefits	\$ 1,412.42	\$ -	\$ 1,412.42	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 56.00	\$ -	\$ 56.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Printing	\$ 2,500.00	\$ -	\$ 2,500.00	
Conference Venue	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 7,838.06</b>	<b>\$ 1,238.28</b>	<b>\$ 9,076.34</b>	

Indirect As A Percent of Direct 15.8%



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**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;

*A*  
Date *2/17/15*



- 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 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.

*A*  
*3/17/15*



**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.

*A*  
*2/17/15*



**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

*[Handwritten Signature]*  
*[Handwritten Date: 2/17/15]*

New Hampshire Department of Health and Human Services  
Exhibit D



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

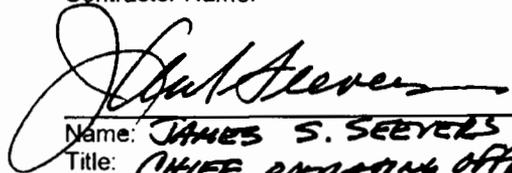
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Contractor Name:

17 February 2015  
Date

  
Name: JAMES S. SEEVERS  
Title: CHIEF OPERATING OFFICER

Contractor Initials JS  
Date 2/17/15



**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

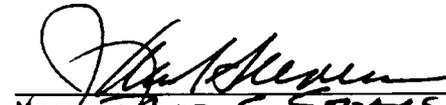
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

February 2015  
Date

  
Name: JAMES S. SEVELLES  
Title: CHIEF FINANCIAL OFFICER



**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

*[Handwritten Signature]*  
Date *2/17/15*



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.

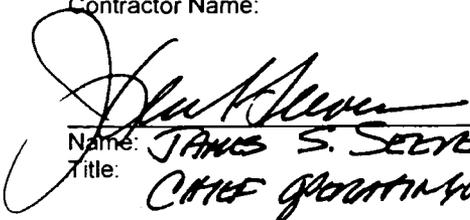
**PRIMARY COVERED TRANSACTIONS**

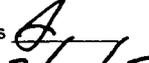
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

17 February 2015  
Date

Contractor Name:  
  
Name: JAMES S. SEELYES  
Title: CHIEF GOVERNMENT AFFAIRS

  
2/17/15



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

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

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

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

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

Exhibit G

Contractor Initials

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

6/27/14  
Rev 10/21/14

Page 1 of 2

Date

  
2/17/15

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:

17 February 2015  
Date

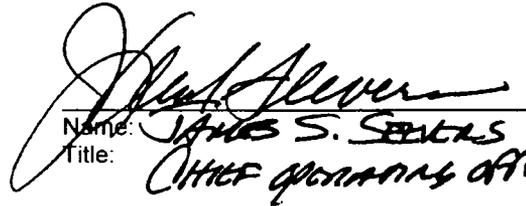
  
Name: JAMES S. SEITZ  
Title: CHIEF OPERATING OFFICER

Exhibit G

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

Contractor Initials



Date 2/17/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

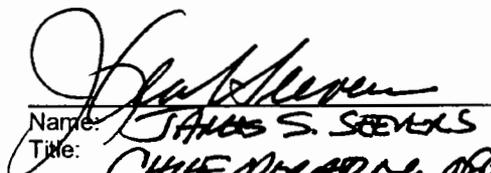
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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:

17 February 2015  
Date

  
Name: JAMES S. STEVENS  
Title: CHIEF OPERATING OFFICER

  
2/17/15



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.

*[Handwritten Signature]*  
3/17/14



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

  
Date 2/17/15



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.

\_\_\_\_\_  
The State

[Signature]  
Signature of Authorized Representative

D. Langley  
Name of Authorized Representative

Director  
Title of Authorized Representative

3/2/15  
Date

~~DATE MIGHTY THINGS, LLC~~  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

JAMES S. SEEVERS  
Name of Authorized Representative

~~CHIEF OPERATING OFFICER~~  
Title of Authorized Representative

17 FEBRUARY 2015  
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:

17 February 2015  
Date

  
Name: JAMES S. STEVENS  
Title: Chief Financial Officer



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: 079238961
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: _____

A  
2/17/15