



14 Mac

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 10, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with the New Hampshire Interscholastic Athletic Association, Inc. (VC#154201-8001), Concord, NH, to continue implementing Life of an Athlete programs with New Hampshire's middle and high school students, by exercising a contract renewal option by increasing the price limitation by \$250,000 from \$500,000 to \$750,000 and extending the completion date from June 20, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission on Alcohol and Other Drug Prevention, Treatment, and Recovery).

The original contract was approved by Governor and Council on June 19, 2019, item #26.

Funds are anticipated to be available in the following account for State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102/500731	Contracts for Prog Svc	92058502	\$250,000	\$0	\$250,000
2021	102/500731	Contracts for Prog Svc	92058502	\$250,000	\$0	\$250,000
2022	102/500731	Contracts for Prog Svc	92058502	\$0	\$250,000	\$250,000
			Total	\$500,000	\$250,000	\$750,000

EXPLANATION

The purpose of this request is to continue providing technical assistance and education to coaches and athletes, statewide, who are implementing the Life of an Athlete Program, which promotes prevention of substance use and other healthy behaviors for performance and overall wellness.

Approximately 15,000 additional individuals are anticipated to have been served from July 1, 2019 through June 30, 2021. The Department expects another 8,000 additional individuals will be served through this amendment, from July 1, 2021 through June 30, 2022.

This program was originally funded by the Governor's Commission on Alcohol and other Drugs (Commission). On February 19, 2021 the Commission approved continued funding for State Fiscal Year 2022. The New Hampshire Interscholastic Athletic Association has grown the program from approximately 30 school districts to over 60; they consistently meet performance measures; and they have the staffing, expertise and knowledge to continue the program without disruption.

The Life of an Athlete Program is a comprehensive prevention program that educates youth in New Hampshire middle and high schools on the immediate impact alcohol and other drugs have on athletic performance and empowers them to make healthy lifestyle choices.

The Department will measure contract performance and effectiveness of the agreement by ensuring:

- Three (3) school districts conduct a middle school Life of an Athlete Program in collaboration with the high school Life of an Athlete Program.
- 80 schools implement one of the components of the Life of an Athlete Program.
- 65 schools implement the core components of the Life of an Athlete Program.
- 15 high schools base their athletic policies on the principles of the Restorative Justice Model.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, Subsection 2.1. of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request 8,000 youth athletes will not have consistent access to ongoing prevention education, which may result in increases in substance misuse behaviors and consequences.

Area served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission on Alcohol and Other Drug Prevention, Treatment, and Recovery)

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

Respectfully submitted,



Lori Shibinette
Commissioner

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

This Amendment to the Life of an Athlete Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Interscholastic Athletic Association, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1 Revisions to Standard Contract Language, Section 2, Renewal, Subsection 2.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$750,000
3. Modify Exhibit A, Scope of Services, Section 4, Performance Measures, Subsection 4.1., by adding Paragraph 4.1.3. to read:
4.1.3. By the end of year three (3) of this contract:
 - 4.1.3.1. Maintain a response rate of sixty percent (60%) for surveys used in the statewide evaluation of LOA program.
 - 4.1.3.2. Conduct five (5) focus groups to gather input.
 - 4.1.3.3. Host 100 trainings.
 - 4.1.3.4. Provide training on LOA to a minimum of:
 - 4.1.3.4.1. 2,000 students;
 - 4.1.3.4.2. 200 coaches; and
 - 4.1.3.4.3. 200 professionals.
 - 4.1.3.5. Ensure three (3) school districts conduct a middle school LOA program in collaboration with the high school LOA program.
 - 4.1.3.6. Ensure 80 schools implement one of the components of the LOA program.
 - 4.1.3.7. Ensure 65 schools implement the core components of the LOA program.
 - 4.1.3.8. Ensure 15 high schools base their athletic policies on the principles of the Restorative Justice Model.
 - 4.1.2.9. Update LOA program policies based on local data and present findings to 150

school administrators.

4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-3 Amendment #1, Budget.
5. Adding Exhibit B-3 Amendment #1, Budget, which is attached hereto and incorporated by referenced herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

State of New Hampshire
Department of Health and Human Services

6/1/2021

Date

DocuSigned by:

Katja Fox

ED9D95D84080442...

Name: Katja Fox

Title: Director

New Hampshire Interscholastic Athletic Association, Inc.

6/1/2021

Date

DocuSigned by:

Jeffrey Collins

BEA8234E2FB44DD

Name: Jeffrey Collins

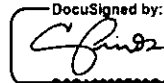
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/1/2021

Date

DocuSigned by:


Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-3 Amendment #1, Budget

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

Contractor Name: New Hampshire Interscholastic Athletic Association, Inc.

Budget Request for: Life of an Athlete

Budget Period: SFY 2022: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 75,031.00	\$ 6,002.48	\$ 81,033.48	\$ -	\$ -	\$ -	\$ 75,031.00	\$ 6,002.48	\$ 81,033.48
2. Employee Benefits	\$ 8,176.00	\$ 654.08	\$ 8,830.08	\$ -	\$ -	\$ -	\$ 8,176.00	\$ 654.08	\$ 8,830.08
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 9,000.00	\$ 720.00	\$ 9,720.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ 720.00	\$ 9,720.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,650.00	\$ 132.00	\$ 1,782.00	\$ -	\$ -	\$ -	\$ 1,650.00	\$ 132.00	\$ 1,782.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,805.00	\$ 1,248.40	\$ 16,853.40	\$ -	\$ -	\$ -	\$ 15,805.00	\$ 1,248.40	\$ 16,853.40
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 122,020.00	\$ 9,781.04	\$ 131,781.04	\$ -	\$ -	\$ -	\$ 122,020.00	\$ 9,781.04	\$ 131,781.04
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 231,482.00	\$ 18,518.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 231,482.00	\$ 18,518.00	\$ 250,000.00
Indirect As A Percent of Direct		8.0%							

State of New Hampshire

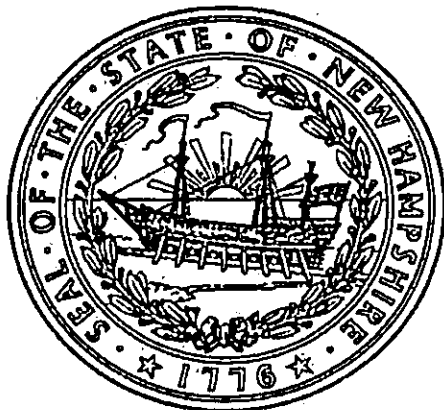
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 11, 1951. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63953

Certificate Number: 0005370594



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Steven Beals, do hereby certify that:

1. I am the duly elected President of The New Hampshire Interscholastic Athletic Association (NHIAA).
2. The following is a true copy of the resolution duly adopted at a meeting of the NHIAA Council vote on May 28, 2021.

RESOLVED:

LOA State Contract Requirements – Certificate of Vote

Mr. Collins requested the Council to take a vote to provide him authority to sign contracts with the State of NH for the LOA program.

Vote: 16 in Favor 0 Opposed 0 Abstained **Motion Carried**

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2021.
4. Jeffrey T. Collins is the duly elected Executive Director of the NHIAA.



Steven Beals, Council President

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 28 day of May, 2021.

By: Steven Beals



(Notary Public/Justice of the Peace)

(Notary Seal)

Commission Expires:
LINDA W. PILLA, Notary Public
My Commission Expires October 5, 2021

NHIAA Mission Statement

The mission of the New Hampshire Interscholastic Athletic Association, as the leader of high school athletics, is to ensure fair play in competition and equal opportunity in interscholastic programs.

Life of an Athlete Mission Statement

The mission of Life of an Athlete is to strategically support the ongoing collaborative efforts that empower athletes, students, coaches, school leaders, parents, and community members in promoting leadership development, healthy lifestyle choices, and respect for self and others.

**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

Financial Statements

June 30, 2020 and 2019

and

Independent Auditor's Report

**NEW HAMPSHIRE INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.**

**FINANCIAL STATEMENTS
June 30, 2020 and 2019**

TABLE OF CONTENTS

	<u>Page(s)</u>
INDEPENDENT AUDITOR'S REPORT	1-2
FINANCIAL STATEMENTS	
EXHIBITS:	
A Statements of Financial Position	3
B Statements of Activities	4
C Statements of Functional Expenses	5-6
D Statements of Cash Flows	7
NOTES TO FINANCIAL STATEMENTS	8-16
SUPPLEMENTARY INFORMATION	
SCHEDULES:	
1 Schedules of Game Revenues and Expenses	17



CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Council
New Hampshire Interscholastic
Athletic Association, Inc.

We have audited the accompanying financial statements of the New Hampshire Interscholastic Athletic Association, Inc. (a non-profit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Interscholastic Athletic Association, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of game revenues and expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Nashon Clukey & Company PC

Manchester, New Hampshire
November 5, 2020

EXHIBIT A
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF FINANCIAL POSITION
 June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 784,672	\$ 964,852
Investments	1,186,311	1,193,443
Accounts receivable	22,031	83,710
Prepaid expenses	29,499	48,337
TOTAL CURRENT ASSETS	<u>2,022,513</u>	<u>2,290,342</u>
NONCURRENT ASSETS:		
Land, building and equipment, net	325,322	323,401
Software, net	2,166	5,994
TOTAL NONCURRENT ASSETS	<u>327,488</u>	<u>329,395</u>
TOTAL ASSETS	<u>\$ 2,350,001</u>	<u>\$ 2,619,737</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,559	\$ 17,309
Prepaid dues	4,725	12,475
Accrued expenses	45,175	48,396
Deferred revenue	30,481	43,769
Current portion of SBA note payable	47,806	
TOTAL CURRENT LIABILITIES	<u>133,746</u>	<u>121,949</u>
NONCURRENT LIABILITIES:		
SBA note payable, less current portion	60,894	
TOTAL NONCURRENT LIABILITIES	<u>60,894</u>	<u>-</u>
TOTAL LIABILITIES	<u>194,640</u>	<u>121,949</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	1,955,654	2,197,245
With donor restrictions:		
Student Leadership Sponsorships	16,435	17,710
Life of an Athlete	183,272	282,833
TOTAL NET ASSETS	<u>2,155,361</u>	<u>2,497,788</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,350,001</u>	<u>\$ 2,619,737</u>

See notes to financial statements

EXHIBIT B
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUES AND GAINS:		
Game revenues	\$ 442,469	\$ 709,559
Membership dues	274,350	357,000
Broadcasting and corporate sponsorships	131,480	131,210
Officials registrations	52,325	81,510
Coaches education	73,430	76,265
Rulebook sales	15,294	20,817
Hall of Fame banquet	4,150	6,005
Athletic secretary conference	5,016	4,220
Workshops	80	220
Earnings from investments	60,822	75,777
Net realized and unrealized gain (loss) on investments	(63,807)	(40,123)
Other income	81,827	110,136
TOTAL REVENUES AND GAINS WITHOUT DONOR RESTRICTIONS	<u>1,077,436</u>	<u>1,532,596</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of program restrictions	289,298	362,167
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>289,298</u>	<u>362,167</u>
TOTAL REVENUES, GAINS, AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS	<u>1,366,734</u>	<u>1,894,763</u>
EXPENSES:		
Program services -		
Sports programming	1,055,337	1,191,461
Coaches education	10,673	12,413
Life of an Athlete	268,000	339,776
Supporting services -		
Management and general	274,315	259,409
TOTAL EXPENSES	<u>1,608,325</u>	<u>1,803,059</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>(241,591)</u>	<u>91,704</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Student Leadership Sponsorships	2,925	3,774
Life of an Athlete grant	185,537	386,000
Net assets released from restrictions	(289,298)	(362,167)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(100,836)</u>	<u>27,607</u>
CHANGE IN NET ASSETS	<u>(342,427)</u>	119,311
NET ASSETS - Beginning of year	<u>2,497,788</u>	<u>2,378,477</u>
NET ASSETS - End of year	<u>\$ 2,155,361</u>	<u>\$ 2,497,788</u>

See notes to financial statements

EXHIBIT C
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020

	Sports Programming	Coaches Education	Life of an Athlete	Total Program Services	Management and General	Total
Salaries and wages	\$ 497,031		\$ 128,647	\$ 625,677	\$ 43,220	\$ 668,897
Employee benefits	6,988		2,919	9,908	608	10,515
Payroll taxes	39,584		10,993	50,577	3,442	54,020
Flexible benefit payments	39,862		13,434	53,296	3,466	56,762
Retirement expenses	48,068		11,752	59,820	4,180	64,000
Game expenses	264,783			264,783		264,783
Life of an athlete marketing and communications			2,702	2,702		2,702
Professional services	6,136		84,539	90,676	15,436	106,112
Insurance	49,745			49,745	2,263	52,008
Building maintenance				-	15,976	15,976
Plaques and medals	26,835			26,835		26,835
Workshops	1,764			1,764		1,764
Committee meeting expenses	19,732	\$ 151		19,883	2,241	22,124
Rulebooks	17,328			17,328		17,328
Printing	3,618		1,017	4,635	5,801	10,436
Electronic communications fees				-	88,943	88,943
Office expenses			1,507	1,507	5,139	6,645
Coaches education		10,522		10,522		10,522
Travel	4,373		7,761	12,134	380	12,515
Conferences				-	4,841	4,841
Annual meeting	9,414			9,414		9,414
Postage				-	5,485	5,485
Telephone			1,430	1,430	4,935	6,365
3-Sport Athlete	7,486			7,486		7,486
Hall of Fame Banquet	4,352			4,352		4,352
Property taxes				-	6,062	6,062
Repairs and maintenance				-	4,853	4,853
Custodial services				-	8,114	8,114
Fuel				-	2,794	2,794
Electricity				-	2,771	2,771
Athletic Secretary Conference	4,798			4,798		4,798
Dues				-	3,170	3,170
Equipment lease expense				-	1,361	1,361
Student leadership conference	2,925			2,925		2,925
Strategic planning				-	13,921	13,921
Tournament supplies	514			514		514
Depreciation			1,297	1,297	21,083	22,380
Amortization of software				-	3,828	3,828
TOTAL FUNCTIONAL EXPENSES	\$ 1,055,337	\$ 10,673	\$ 268,000	\$ 1,334,010	\$ 274,315	\$ 1,608,325

See notes to financial statements

EXHIBIT C

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2019

	Sports <u>Programming</u>	Coaches <u>Education</u>	Life of <u>an Athlete</u>	Total Program <u>Services</u>	Management <u>and General</u>	<u>Total</u>
Salaries and wages	\$ 461,468		\$ 145,995	\$ 607,463	\$ 40,128	\$ 647,591
Employee benefits	7,305		2,819	10,124	635	10,759
Payroll taxes	35,988		12,296	48,284	3,129	51,414
Flexible benefit payments	39,462		14,643	54,105	3,431	57,536
Retirement expenses	44,694		10,781	55,475	3,886	59,362
Game expenses	416,994			416,994		416,994
Life of an athlete marketing and communications			10,096	10,096		10,096
Professional services	4,558		130,363	134,921	20,393	155,314
Insurance	52,709			52,709	2,429	55,138
Building maintenance					18,592	18,592
Plaques and medals	28,913			28,913		28,913
Workshops	3,377			3,377		3,377
Committee meeting expenses	25,666	\$ 192		25,859	3,285	29,144
Rulebooks	20,773			20,773		20,773
Printing	5,179			5,179	5,370	11,087
Electronic communications fees			538	-	68,331	68,331
Office expenses			2,047	2,047	9,798	11,846
Coaches education		12,221		12,221		12,221
Travel	6,028		6,472	12,500	524	13,024
Conferences					6,132	6,132
Annual meeting	7,971			7,971		7,971
Postage					7,633	7,633
Telephone			1,595	1,595	4,801	6,396
Scholar Athlete Banquet	6,571			6,571		6,571
3-Sport Athlete	6,395			6,395		6,395
Hall of Fame Banquet	6,005			6,005		6,005
Property taxes					6,143	6,143
Repairs and maintenance					3,957	3,957
Custodial services					7,176	7,176
Fuel					4,259	4,259
Electricity					3,378	3,378
Athletic Secretary Conference	4,368			4,368		4,368
Dues					3,845	3,845
Equipment lease expense					1,456	1,456
Student leadership conference	3,774			3,774		3,774
Books and periodicals					181	181
Strategic planning					5,000	5,000
Tournament supplies	3,263			3,263		3,263
Depreciation			2,130	2,130	21,688	23,818
Amortization of software					3,828	3,828
TOTAL FUNCTIONAL EXPENSES	\$ 1,191,461	\$ 12,413	\$ 339,776	\$ 1,543,651	\$ 259,409	\$ 1,803,059

See notes to financial statements

EXHIBIT D
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from participants and supporters	\$ 1,199,867	\$ 1,809,330
Interest and dividends received	60,822	75,777
Other cash receipts	81,827	110,136
Cash paid to employees	(728,882)	(692,025)
Cash paid to suppliers	(821,538)	(1,065,258)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(207,904)</u>	<u>237,960</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(71,284)	(86,064)
Proceeds from sale of investment securities	14,609	14,351
Purchase of property and equipment	(24,301)	(5,949)
NET CASH USED IN INVESTING ACTIVITIES	<u>(80,976)</u>	<u>(77,662)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from SBA note payable	108,700	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>108,700</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	(180,180)	160,298
CASH - Beginning of year	<u>964,852</u>	<u>804,554</u>
CASH - End of year	<u>\$ 784,672</u>	<u>\$ 964,852</u>
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Change in net assets	\$ (342,427)	\$ 119,311
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Depreciation and amortization	26,208	27,646
Net realized and unrealized (gain) loss on investments	63,807	40,123
Changes in operating assets and liabilities:		
Accounts receivable	61,679	63,305
Prepaid expenses	18,838	(21,327)
Accounts payable	(11,750)	(1,954)
Prepaid dues	(7,750)	10,825
Accrued expenses	(3,221)	13,101
Deferred revenue	(13,288)	(13,070)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>\$ (207,904)</u>	<u>\$ 237,960</u>
SUPPLEMENTAL DATA:		
Noncash investing and financing activities:		
Net value of in-kind game supplies and other products from corporate sponsor	<u>\$ 27,830</u>	<u>\$ 28,310</u>

See notes to financial statements

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The New Hampshire Interscholastic Athletic Association, Inc. (the 'Association') is a non-profit association organized in 1951. The Association is responsible for the coordination of all recognized interscholastic athletic events for its member schools within the State of New Hampshire. The Association's principal sources of funding include revenue from tournament proceeds, membership dues from member schools, and corporate sponsorship programs.

The accounting policies of the Association conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Association is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has not designated, from net assets without donor restrictions, net assets for an operating reserve.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Association that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in net assets without restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2020 and 2019

Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Association considers all unrestricted highly liquid investments with a maturity of 90 days or less to be cash equivalents as follows:

	<u>2020</u>	<u>2019</u>
Cash	<u>\$ 784,672</u>	<u>\$ 964,852</u>

Concentrations of Credit Risk Arising from Cash Deposits in Excess of Insured Limits

The Association maintains cash balances at several financial institutions located in New Hampshire. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2020, the Association's uninsured cash balances totaled \$53,617.

Investments

Investments, which consist of equities and fixed-income mutual funds are carried at fair value at June 30, 2020 and 2019 in the statements of financial position. Unrealized gains and losses on investments are reflected in the statements of activities. Investment revenues are reported net of related expenses. Total investment fees for the years ended June 30, 2020 and 2019 were \$14,609 and \$14,351, respectively.

Contributions

As required by generally accepted accounting principles, contributions received are recorded as assets with donor restrictions or assets without donor restrictions depending upon the existence and/or nature of any donor restrictions.

Property and Equipment

Property and equipment are stated at cost. The Association charges depreciation to expense which allocates the cost of property and equipment over the estimated useful life of the asset. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Land improvements	5-10
Building and improvements	10-39
Equipment	3-10

Accrued Vacation

Full time personnel accrue paid vacation at the rate of one (1) day per month or twelve (12) working days per year. Employees may accumulate unused vacation days between five (5) and forty-five (45) days based on job classification. Such accumulations are payable to the employee upon separation from employment.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on a flat percentage rate. The expenses that are allocated include salary and wages, payroll taxes, employee benefits, insurance, and travel.

Income Taxes

The Association has received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for their exempt function income. In addition, the Association is not subject to state income taxes.

The Association is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Association to report uncertain tax positions for financial reporting purposes. The Association had no uncertain tax positions as of June 30, 2020 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and cash equivalents, trade receivables, accounts payable, accrued expenses and other current liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

Change in Accounting Principle

The Association has adopted FASB Accounting Standards Update (ASU) No. 2018-08 *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which is meant to assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal) transactions, and determining whether a contribution is conditional. Adoption of ASU 2018-08 was required for financial statements issued for fiscal years beginning after December 15, 2018, and accordingly, the Association has adopted the new guidance as of July 1, 2019. The amendments in ASU 2018-08 are applicable only to the portions of

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

revenue or expense not previously recognized, and therefore have no impact on prior-period results or on opening balances of net assets.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Association's Finance Committee regularly monitors the availability of resources required to meet general expenditures and contractual commitments over a 12-month period. It is the Finance Committee's responsibility to meet with a professional financial advisor on a yearly basis to review investments and recommend changes to the investment portfolio in the long-term investment account. The Finance Committee is responsible for ensuring the Association has an annual net asset retention of six months operating costs in the long-term investment account.

The following table reflects the Association's financial assets as of June 30, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statements of financial position date because of donor restrictions.

	<u>2020</u>	<u>2019</u>
Cash	\$ 784,672	\$ 964,852
Investments	1,186,311	1,193,443
Accounts receivable	<u>22,031</u>	<u>83,710</u>
Total Financial Assets	1,993,014	2,242,005
Less:		
Net assets with donor restrictions	<u>(199,707)</u>	<u>(300,543)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 1,793,307</u>	<u>\$ 1,941,462</u>

NOTE 3—INVESTMENTS

Fair Value Measurements

The Association reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820-10), which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Association has the ability to access.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in active markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

Following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis.

Cash or cash equivalent money market funds: Valued at acquisition cost.

Money market funds, mutual funds, and equities: Valued at the closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Association believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Association's assets at fair value:

<u>Assets at Fair Value as of June 30, 2020</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Equities	\$ 598,465			\$ 598,465
Mutual Funds	587,846			587,846
Total Assets at Fair Value	<u>\$1,186,311</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,186,311</u>

<u>Assets at Fair Value as of June 30, 2019</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Equities	\$ 606,084			\$ 606,084
Mutual funds	587,359			587,359
Total Assets at Fair Value	<u>\$1,193,443</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,193,443</u>

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

Investment Valuation and Income Recognition

The Association's investments as of June 30, 2020 and 2019 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Association at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Investments consist of equity and mutual funds, which are carried at market value (adjusted annually). Realized and unrealized gains and losses are reflected in the statements of activities. Assets held in the investment account were as follows at June 30, 2020 and 2019:

	<u>June 30, 2020</u>		
	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
Equities	\$ 644,589	\$ 598,465	\$ (46,124)
Mutual Funds	582,143	587,846	5,703
	<u>\$ 1,226,732</u>	<u>\$ 1,186,311</u>	<u>\$ (40,421)</u>
	<u>June 30, 2019</u>		
	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain (Loss)</u>
Equities	\$ 603,105	\$ 606,084	\$ 2,979
Mutual Funds	581,637	587,359	5,722
	<u>\$ 1,184,742</u>	<u>\$ 1,193,443</u>	<u>\$ 8,701</u>

NOTE 4—ACCOUNTS RECEIVABLE

All receivables are considered fully collectible within the next fiscal year. Accounts receivable consist of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Merchandise sale receivables		\$ 1,752
Corporate Sponsors	\$ 5,000	5,000
State of New Hampshire	10,259	26,275
Broadcasting contracts	6,000	10,250
Due from participating schools		38,161
Other miscellaneous receivables	772	2,272
	<u>\$ 22,031</u>	<u>\$ 83,710</u>

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

NOTE 5—LAND, PROPERTY AND EQUIPMENT

Land, property and equipment consist of the following at fiscal year end:

	<u>2020</u>	<u>2019</u>
Land and land improvements	\$ 83,786	\$ 83,786
Building and improvements	511,226	501,049
Equipment	<u>124,690</u>	<u>125,734</u>
	719,702	710,569
Less: Accumulated Depreciation	<u>(394,380)</u>	<u>(387,168)</u>
	<u>\$ 325,322</u>	<u>\$ 323,401</u>

Depreciation expense was \$22,380 and \$23,818 for the years ended June 30, 2020 and 2019, respectively.

NOTE 6—SOFTWARE

Software consists of the following at fiscal year end:

	<u>2020</u>	<u>2019</u>
Software	\$ 20,080	\$ 20,080
Less: Accumulated Amortization	<u>(17,914)</u>	<u>(14,086)</u>
	<u>\$ 2,166</u>	<u>\$ 5,994</u>

Amortization expense was \$3,828 for each of the years ended June 30, 2020 and 2019.

NOTE 7—PENSION PLAN

The Association has a defined contribution plan (sponsored tax-sheltered annuity plan under Section 403 (b) of the Internal Revenue Code) which covers substantially all of its employees who meet the eligibility requirements of the Internal Revenue Code. The Association contributed \$64,001 and \$59,362 to the plan for the years ended June 30, 2020 and 2019, respectively.

NOTE 8—SBA NOTE PAYABLE

At June 30, 2020 and 2019, the SBA note payable consists of the following:

	2020	2019
\$108,700 unsecured note payable, payable in monthly installments of \$6,117 including interest at 1.00% beginning November 15, 2020 through April 15, 2022. The balance of the note is payable in full with all accrued interest on April 15, 2022	<u>\$ 108,700</u>	<u>\$ -</u>

The above SBA note payable is based upon an executed loan agreement that allows for principal forgiveness in whole or part upon satisfaction of certain criteria. The Association believes all criteria will be successfully met and does not anticipate repayment of principal at this time.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2020 and 2019

Following are the maturities of the SBA note payable as of June 30, 2020:

Year Ended	Amount
<u>June 30,</u>	
2021	\$ 47,806
2022	<u>60,894</u>
	<u>\$ 108,700</u>

The SBA note payable was obtained under the Payroll Protection Program. The Association may apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act once certain eligibility criteria have been met. Any note balance remaining following forgiveness will be due in minimum monthly payments under the repayment terms detailed above.

NOTE 9—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Student Leadership Sponsorships	\$ 16,435	\$ 17,710
Life of an Athlete	<u>183,272</u>	<u>282,833</u>
	<u>\$ 199,707</u>	<u>\$ 300,543</u>

NOTE 10—CONTINGENCIES

The Association receives funds under contracts from private and State sources, which require that the Association use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by grantors or their representatives as of June 30, 2020 and 2019. The Association expects such amounts, if any at all, would be immaterial.

NOTE 11—ECONOMIC DEPENDENCY

For the years ended June 30, 2020 and 2019, approximately 17% and 25%, respectively, of total unrestricted support and revenue was derived from an appropriation from the State of New Hampshire and the New Hampshire Charitable Foundation for the Life of the Athlete program. The discontinuation or reduction of the State and Foundation's appropriation would likely result in a decrease in services provided by the Association, until alternative revenues could be obtained. The Life of the Athlete program has been renewed through June 30, 2021.

NOTE 12—IN-KIND SUPPLIES AND MATERIALS

As part of a corporate sponsorship program, the Association received tournament balls at no cost, golf incentives, and equipment discounts for a total value of \$27,830 and \$28,310 for the years ended June 30, 2020 and 2019, respectively.

NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2020 and 2019

In-kind supplies and materials were reported within corporate sponsorship income as follows:

	<u>2020</u>	<u>2019</u>
Tournament balls	\$ 18,990	\$ 16,010
Equipment discounts	7,500	9,500
Golf incentives	<u>1,340</u>	<u>2,800</u>
	<u>\$ 27,830</u>	<u>\$ 28,310</u>

Consequently, the corporate sponsorship income received was charged to the following expenses:

	<u>2020</u>	<u>2019</u>
Game expenses	\$ 18,990	\$ 16,010
Committee expenses	7,500	9,500
Annual meeting expenses	<u>1,340</u>	<u>2,800</u>
	<u>\$ 27,830</u>	<u>\$ 28,310</u>

NOTE 13—SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 5, 2020, which is the date the financial statements were available to be issued.

SCHEDULE 1
NEW HAMPSHIRE INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC.
SCHEDULES OF GAME REVENUES AND EXPENSES
For the Years Ended June 30, 2020 and 2019

	<u>GAME</u> <u>REVENUE</u>	<u>GAME</u> <u>EXPENSES</u>	<u>NET PROFIT</u> <u>OR</u> <u>(LOSS)</u>
	<u>Year Ended June 30, 2020</u>		
Basketball	\$ 109,948	\$ 60,985	\$ 48,963
Soccer	51,394	28,138	23,256
Unified Soccer	1,519	628	891
Football	95,293	47,323	47,970
Ice Hockey	69,586	31,543	38,043
Baseball		2,515	(2,515)
Volleyball	30,674	17,781	12,893
Softball		1,140	(1,140)
Field Hockey	14,598	7,850	6,748
Winter Spirit	8,330	5,953	2,377
Wrestling	16,156	13,075	3,081
Lacrosse		(20)	20
Fall Spirit	13,031	5,013	8,018
Indoor Track	8,762	10,578	(1,816)
Gymnastics	3,126	2,494	632
Swimming	8,625	13,939	(5,314)
Golf		1,490	(1,490)
Skiing		3,034	(3,034)
Bowling	2,227	250	1,977
Tennis		900	(900)
Cross Country	9,200	10,174	(974)
	<u>\$ 442,469</u>	<u>\$ 264,783</u>	<u>\$ 177,686</u>
	<u>Year Ended June 30, 2019</u>		
Basketball	\$ 207,865	\$ 99,476	\$ 108,389
Unified Basketball	3,244	2,247	997
Soccer	53,158	33,219	19,939
Unified Soccer	1,512	632	880
Football	89,057	46,459	42,598
Ice Hockey	105,992	49,944	56,048
Baseball	43,091	23,579	19,512
Volleyball	32,577	20,888	11,689
Unified Volleyball	1,899	333	1,566
Softball	18,571	15,389	3,182
Field Hockey	14,757	7,911	6,846
Winter Spirit	17,422	7,138	10,284
Wrestling	14,502	14,015	487
Outdoor Track	25,371	22,563	2,808
Unified Track	1,500	324	1,176
Lacrosse	36,394	22,707	13,687
Fall Spirit	12,392	4,929	7,463
Indoor Track	7,454	11,596	(4,142)
Gymnastics	2,920	2,632	288
Swimming	8,698	12,474	(3,776)
Golf		1,470	(1,470)
Skiing		3,644	(3,644)
Bowling	2,302	250	2,052
Tennis		3,677	(3,677)
Cross Country	8,881	9,498	(617)
	<u>\$ 709,559</u>	<u>\$ 416,994</u>	<u>\$ 292,565</u>



2020-2021 NHIAA Council	
Position	Name/Title
President:	Sieven Beals Principal, Alvirne High School
Vice President:	Linda Brodeur President, Bishop Guertin High School
Treasurer/Executive Director	Jeffrey T. Collins, NHIAA
Interim Secretary	Diane Jobin, NHIAA
Council Member:	Robert Bennett Principal, Laconia High School
Council Member:	Andrew Coppinger Principal, Moultonborough Academy
Council Member:	Dr. Dean Cascodden Superintendent SAU #87
Council Member:	Michael Curtis Athletic Director, White Mountains Regional High School
Council Member:	Gary Dempsey Principal, Pelham High School
Council Member:	Richard Dichard Assistant Principal, Manchester Central High School
Council Member:	Jamie Hayes Athletic Director, Newmarket High School
Council Member:	Paul Hoiris Principal, Newfound High School
Council Member:	Frank McBride Principal, Goffstown High School
Council Member:	Steve Mello Athletic Director, Concord High School
Council Member:	Dan Meserve Athletic Director, Hopkinton High School
Council Member:	Sean Moynihan Principal, Sunapee High School
Council Member:	Jason Parent Principal, Londonderry High School
Council Member:	Bruce Parsons Principal, Plymouth Regional High School
Council Member:	John Reitnauer Athletic Director, ConVal High School
Council Member:	Jack Widmer, Board of Directors - NH School Boards Association
Council Member:	Robert Malay Superintendent, SAU #29 Keene
Council Member:	Shella Colson Coach, Spaulding High School

SHANNON QUINN

Professional Experience

New Hampshire Interscholastic Athletic Association June 2014-Present
Media/Marketing Coordinator

- Maintain social media, update program website and monthly newsletter
- Create and edit materials for stakeholders of the "Life of an Athlete" program including the Power Back Diet, Coaches' Playbook, Captain's Guide, Sleep Manual and Program Manual
- Work with media outlets on NHIAA event coverage
- Assist in event management for Student Leadership Conference
- Work on marketing materials, such as tournament programs and advertisements
- Prepared state tournament packets; managed data entry
- Assisted in maintaining office supply and inventory
- Attended National Life of an Athlete Conference and New England Student Leadership Conference, July 2014

Saint Anselm College Sept. 2014-June 2015
Assistant Women's Basketball Coach

- Supervised and organized managers in practice, travel and games
- Managed Front Rush recruiting database
- Prepared advanced scouting reports in preparation for games
- Managed post-game film edits utilizing Game Breaker and Synergy

Endicott College, Beverly, MA Sept. 2010-May 2014
Contest Management

- Assisted Athletic Dept. in all aspects of game day operations
- Trained new employees

Beverly High School, Beverly, MA Sept. 2013-Dec. 2013
Athletic Department Intern

- Assisted athletic director and administrative assistant in daily duties
- Supervised games and created an agenda for the captains' council

Gordon College, Wenham, MA Jan. 2011-May 2011
Athletic Department Intern

- 120-hour internship for college credit
- Assisted athletic director in revenue projects with marketing coordinator

EDUCATION

Endicott College, Beverly, MA May 2014
 Bachelor of Science, Sport Management
 Certificate of Coaching

ACTIVITIES

Endicott College Women's Basketball

- Four-year member of the program
- Participated in community service projects (Boys and Girls Club of Salem, Special Olympics, Jimmy Fund Walk)
- All-Commonwealth Coast Conference Academic Team (2012, 2013, 2014)

ADDITIONAL SKILLS

- Proficient with MS Word, Excel, Powerpoint and Publisher
- Competent with Adobe Illustrator, InDesign, Fireworks, and Photoshop
- Versed in web-based programs like SurveyMonkey, MailChimp, and Wordpress
- Efficient with social medias including Twitter, Facebook, Instagram, and Hootsuite

Jeffrey T. Collins

Work Experience	2014 – Present	New Hampshire Interscholastic Athletic Association Concord, NH
	<ul style="list-style-type: none"> - Serve as the Secretary/Treasurer of the NHIAA - Enforcement of regulations and policies of the Association and in promoting its aims and objectives - Decide all questions of athletic eligibility, interpretation of the rules, and impose and enforce penalties - Collection of all funds of the association and render proper reports - Carry out all correspondence of the Association, and in the capacity of public relations officer, draft all news releases for the organization - Responsible for the general administration of NHIAA Headquarters 	
	2006-2014	Portsmouth School District Portsmouth, NH Principal, Portsmouth High School
	<ul style="list-style-type: none"> - Oversight over all programs and initiatives at Portsmouth High School - Annually, develop and manage the budget of the high school - Promote the welfare and educational needs of 1000+ students with a focus on the three A's (Academics, Arts, Athletics) - Responsible for the supervision and evaluation of a professional staff of 100 and a support staff of 50 - Work collaboratively within the organization to restore "Clipper Pride" to Portsmouth High School - Worked with numerous stakeholders to improve the image and reputation of Portsmouth High School both within the community and across the state - Set yearly school goals and monitor continuous improvement - Established the Parent Advisory Council - Established the Principal's Leadership Team - Established the high school Technology Committee - Served as Department Head for Guidance - Work to development and implement strategies to improve state testing - Implemented and sustained Professional Learning Communities - Developed "Portsmouth First" initiative to encourage 8th graders looking to attend private institution to consider Portsmouth High School "first" - Serve on various District-Wide committees - Oversaw the implementation of a new student management system - Identified and worked collaboratively to improve student transitions from middle school to the high school and from the high school to a post-secondary experience - Oversaw the leadership team and faculty work on the NEASC reaccreditation self-study and decennial visit - Mentor for struggling students - Directed and oversaw the development and implementation of core competencies for all subjects taught at PHS - Worked in conjunction with the PHS Student Council to transform the organization into a governing body - Oversight of the high school master schedule development - Plan and implement numerous professional development activities each year - Co-teach senior capstone class entitled "Senior Seminar" 	

2003-2006 Nashua School District Nashua, NH
 Assistant Principal, Nashua High School North

- Responsible for the development of four career academies for the juniors and seniors at Nashua High School North
- Oversight and direct supervision of the 64 teachers, two administrators, four guidance counselors, four secretaries, and multiple paraprofessionals that comprised the "Upper Forum"
- Developed and implemented various professional development programs to support the academy development including a three day summer institute on team building and vision statement development
- Administrative liaison to multiple departments ensuring that curriculum is implemented
- Developed and trained an Upper Forum leadership team comprised of administrators and teacher to help guide and oversee the development of academies
- Worked in conjunction with the School Resource Officers for the security of the building and to provide professional development opportunities for faculty and staff
- Mentored new staff in teaching in a 4x4 block format
- Aided in the scheduling process for the juniors and seniors at Nashua High School North
- Headed the NHSN Scholarship Committee
- 504 coordinator
- Member of the Nashua North Site Council

2002-2003 Nashua School District Nashua, NH
 Headmaster for Curriculum and Instruction, Nashua High School

- Oversaw the curriculum for the Social Studies, English, Art, Music, and Science department
- Designed and implemented a standardized planning instrument
- Oversaw the development of "pacing guides" for the transition from a traditional 7 period day to a 4x4 block format
- Participated in numerous meetings with various stakeholders to discuss the positive attributes for a 4x4 block schedule
- Administrative liaison to the gifted and talented program at Nashua High School
- Implemented a "Critical Friends" protocol for the sharing of ideas and concerns for small groups of educators
- Observations of over 60 teachers
- Coordinated teambuilding efforts and development of one of the four career academies

1999-2002 Salem School District Salem, NH
 Director of Humanities, Salem High School

- Head of Art, Music, International Language, Language Arts, and Social Studies departments
- Budget development for each of the five departments
- Direct supervision of 49 faculty members
- Coordinated the ordering of materials necessary to instruction for each department
- Coordinated course selection and room assignments for all teachers in the Humanities Department
- Implemented an "Essential Friends" program for faculty members in the Humanities Department
- Designed and implemented a school-wide curriculum mapping protocol
- Developed protocols for the purpose of connecting classroom practice to the New Hampshire Curriculum Frameworks
- Supervised and administered the Salem School District writing sample program

- Participant in the Salem School District Strategic Planning sessions
- Member of the Salem High School Competency Based Transcript Implementation Team

1995 - 1999 Salem School District Salem, NH
Social Studies Teacher, Salem High School

- Responsible for the instruction of Psychology, Sociology, American Studies I, Global Studies and Popular Culture
- Ability to creatively plan and implement curriculum for traditional 45 minute periods as well as 90 minute blocks for heterogeneously grouped classes of 25 to 30 students.
- Developed, planned, and implemented a team taught Social Studies and English course called American Studies I
- Utilized the New Hampshire state grading rubrics for major assignments
- Who's Who Among American High School Teachers

Education	1993 - 1995	University of New Hampshire MED Secondary Education	Durham, NH
		• Teacher Intern at Souhegan High School, Amherst NH	
	1988 - 1992	University of New Hampshire BA History	Durham, NH
		• Full four year scholarship for football (NG, DT)	

Extracurricular Activities	Assistant football coach, Exeter Seahawks Assistant Varsity football coach, Salem High School Junior Varsity football coach, Salem High School Freshman football coach, Salem High School Head Freshman coach and Assistant Varsity football coach, Souhegan High School Peer Outreach
----------------------------	---

Professional Memberships	New Hampshire Association of School Principals NHIAA Council NHIAA Golf Committee - Chair NHIAA Football Committee Member of Futures Board of Directors Member of Positive Pathways to Prevention Coalition Board of Directors
--------------------------	---

References	Edward McDonough, Esq, Superintendent, Portsmouth School District (603-431-5080) Stephan Zdravec, Assistant Superintendent Portsmouth School District (603-431-5080) Re Patrick Corbin, Executive Director NHIAA (603-228-8671) Dr. George Cushing, Superintendent SAU 50 (603-422-9572) Kathleen Blake, Assistant Principal Portsmouth High School (603-436-7100) David Rozumek, Director of Athletics, Salem High School (603-893-7069)
------------	--

Additional references can be provided upon request

DAVID J. ROZUMEK

Current Position:

New Hampshire Interscholastic Athletic Assoc. (NHIAA) August 2014-
Present

Assistant Director

- Assist NHIAA Executive Director in the enforcement of regulations and policies of the Association and in promoting its aims and objectives
- Assist NHIAA Executive Director in responding to questions of athletic eligibility, interpretation of rules, and impose and enforce penalties
- Assist NHIAA Executive Director in collection of all funds of the Association and render proper reports
- Assist NHIAA Executive Director in carrying out all correspondence of the Association, and assist in news releases for the organization.
- Assist NHIAA Executive Director with general administration of NHIAA Headquarters

Experience:

Salem High School - Salem, NH

July 2008 - July 2014

Director of Athletics responsible for but not limited to running a Division I athletic program consisting of twenty-five varsity sport programs:

Director of Health and Physical Education

- Proposing a yearly operating budget, for athletics, health, and physical education, managing, and disbursement of budget funds.
- Daily, weekly, and monthly game scheduling, and transportation.
- Securing game officials and payment of officials.
- Update of database for eligibility of athletes.
- Handling of discipline issues.
- Revised the Student / Athlete Handbook, in order to adhere to stricter policies.
- Develop and maintain new policies and curriculum for health and physical education programs.
- Developed and approved community service projects such as school wide athletic involvement in the Penguin Plunge, Make a Wish, and Operation Hat Trick; various teams did Christmas Caroling at Nursing Homes, Cancer Walks, Working at Food Pantries, and coaching elementary aged children.

- Nurturing over three hundred athletes per season, both academically, and athletically
- Contacting college coaches, and guiding athletes in order to help them with college decision-making.
- Mentoring all coaches.
- Oversee and at times prepare game fields and gyms for competition.
- Daily operation of health and physical education programs.
- Evaluation of teachers and coaches
- Developed a leadership program based on an existing West Point program, which consisted of a Captains Council that met weekly.
- Initiated impact testing for concussions, and changed school policy regarding the importance of proper care for concussions.
- Started an elective class in athletic training.
- Planning and running three athletic banquets per year.
- Planning and running the yearly Salem High School Hall of Fame Banquet.
- Liaison to school wide booster program
- Liaison to town recreation department, and scheduling of field and gym time for town athletic programs.
- Running the statewide gymnastics meet.
- NHIAA Committee Chair Person for gymnastics
- Attend school board meetings.
- Salem High School Hall of Fame committee member.
- Part of the Salem School District Leadership Team.

Woodbury Middle School - Salem, NH**August 1993 - July 2008****Physical Education - Instructor**

- Responsible for maintaining a classroom of forty plus students.
- Class preparation.
- Educating middle school aged children in the importance of physical fitness, by staying active, through game play, walking, dance, etc....
- Attendance, grading, safety, motivation, and discipline.

Saint Anselm College - Goffstown, NH**2002 - 2007****Assistant Defensive Football Coach**

- Special Teams Coordinator
- Coached linebackers.
- Practice plans and implementation of practice plans.
- Game film breakdown, to determine strength and weaknesses of opponents.
- Calling of defenses, and making adjustment during game.
- Off-season workout programs.
- Weight Training.
- Recruiting new athletes.
- Implemented a study hall in order to keep athletes academically sound.

Salem High School - Salem, NH**1994 - 2002**

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Averill	Education Training Coordinator – Part Time	54,001	50.00%	27,000
TBD	Education Training Coordinator – Part Time	54,001	50.00%	27,000
Shannon Quinn	Marketing/Media Coordinator	29,238	50.00%	14,620
Jeffrey Collins/David Rozumek	Management Salary Allocation	12,822	50.00%	6,411
Total Salaries		150,062		75,031

26 mac



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 6, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services Division for Behavioral Health, to enter into a **sole source** agreement with the New Hampshire Interscholastic Athletic Association, Inc. (Vendor #154201-B001), 251 Clinton Street, Concord, NH 03301, to implement Life of an Athlete programs with New Hampshire middle and high school students, in an amount not to exceed \$500,000, effective July 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 20, 2021. 100% Other Funds (Governor's Commission on Alcohol and other Drug Prevention, Treatment, and Recovery).

Funds are anticipated to be available in the following accounts, for State Fiscal Year 2020 and State Fiscal Year 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

**05-95-92-920510-3382 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: DIV OF BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR
COMMISSION FUNDS**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2020	102-500734	Contracts for Program Svc	92058502	\$250,000
SFY 2021	102-500734	Contracts for Program Svc	92058502	\$250,000
			TOTAL	\$500,000

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

EXPLANATION

This request is **sole source** because the New Hampshire Interscholastic Athletic Association, Inc. (NHIAA) serves as the leader of school-based athletics and works directly with schools to adopt and expand the successful Life of an Athlete program (LOA).

The purpose of this request is to increase participation of New Hampshire high schools, expand to middle school students statewide and change school culture and climate relative to the use of substances by empowering youth to make healthy lifestyle choices. Evaluation results have shown students involved in the Life of an Athlete programs are making healthy decisions, including the decision not to use substances.

Approximately 15,000 individuals will be served from July 1, 2019 through June 30, 2021.

Life of an Athlete is a comprehensive prevention program that educates youth on the immediate impact alcohol and other drugs have on athletic performance. The program consists of five (5) core elements, which include:

1. Codes of conduct;
2. Pre-athletic season meetings at least three (3), depending upon sports offered);
3. Training for coaches;
4. Trainings for student athlete leaders, and
5. Building community support for consistent upholding of the codes of conduct.

The Contractor will conduct surveys that evaluate the use of the Life of an Athlete program and utilize the results of those surveys to ensure program improvement. As a result of participating in this program, students will report an increase in:

- Knowledge regarding the impact of substance misuse on athletic and school performance;
- The perception of risk/harm in the use of substances; and
- The perception of peer disapproval if they use substances.

The following performance measures will be used to measure the effectiveness of the agreement:

By the end of year one of this contract:

- Ensure three (3) school districts conduct a middle school LOA program in collaboration with the high school LOA program;
- Ensure seventy-five (75) schools implement one of the components of LOA;
- Ensure sixty (60) schools implement the five (5) core components of LOA; and
- Ensure ten (10) high schools base their athletic policies on the principles of the Restorative Justice Model.

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

By the end of year two of this contract:

- Ensure five (5) school districts conduct a middle school LOA program in collaboration with the high school LOA program;
- Ensure eighty (80) schools implement at least one (1) component of LOA;
- Ensure sixty-five (65) schools implement the five (5) core components of LOA;
- Ensure ten (10) high schools base their athletic policies on the Restorative Justice Model; and
- Update LOA policies based on local data and present findings to 150 school administrators.

As referenced in the Exhibit C-1 of this contract, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, the LOA program will not be expanded to middle school student-athletes.

Area served: Statewide.

Source of Funds: 100% Other Funds from the Governor's Commission of Alcohol and other Drug Prevention, Treatment, and Recovery.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

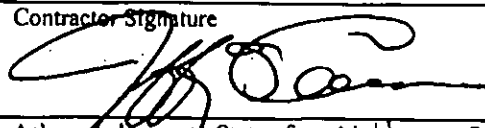
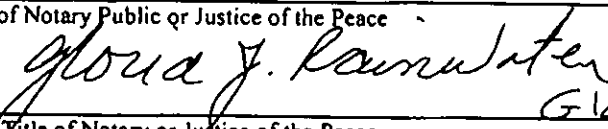
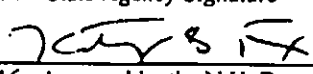
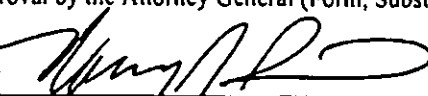
Subject: Life of an Athlete

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Interscholastic Athletic Association, Inc.		1.4 Contractor Address 251 Clinton Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-8671	1.6 Account Number 05-95-92-9250-33820000-102-500734	1.7 Completion Date June 20, 2021	1.8 Price Limitation \$500,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey T. Collins, Executive Director NHIAA	
1.13 Acknowledgement State of <u>NH</u> , County of <u>Grafton</u> On <u>June 6, 2019</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. GLORIA J. RAINWATER			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		Notary Public - New Hampshire My Commission Expires December 5, 2023 Gloria J. Rainwater	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date <u>6/6/19</u>		1.15 Name and Title of State Agency Signatory Kutija S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/6/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

The signature is written in black ink and appears to be 'J. J. [unclear]'. The date is written as '6/6/19'.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date


10/16/12



New Hampshire Department of Health and Human Services
Life of An Athlete Program

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. The Life of An Athlete (LOA) program is a comprehensive, multicomponent prevention program that empowers and motivates youth participating in athletics and leadership programs to make healthy choices and decisions by educating them on the impact alcohol and other drugs have on performance and development.
- 2.2. The Contractor shall be responsible for compliance of staff with all relevant state and federal laws which include, but are not limited to:
 - 2.2.1. Reporting requirements of New Hampshire RSA 169:C Child Protection Act, RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
 - 2.2.2. All services provided shall be subject to the most current proposed or formalized rules and regulations promulgated by the Bureau of Drug and Alcohol Services (BDAS) pursuant to RSA 541A.
 - 2.2.3. Adherence to confidentiality laws, specifically: 42 CFR Part 2B N.N. RSA 318 B:12 and N.H. RSA 172:8-A.
- 2.3. Relevant Policies and Guidelines
 - 2.3.1. The Contractor shall maintain and promote a written policy supporting a substance free workplace. This policy shall include a written statement regarding rules pertaining to alcohol, tobacco, and other drugs.
 - 2.3.2. Services provided under this contract shall be in addition to the services provided for in any other agreement between the State of New Hampshire Bureau of Drug and Alcohol Services, any of its agencies, or any of its


1/26/22



**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

officers, and the Contractor.

2.3.3. The Contractor shall inform BDAS prior to initiating any research related to this contract, including, but not limited to clinical or sociological research using clients as subjects, and must adhere to the legal requirements governing human subject's research.

2.4. Publications Funded Under Contract

2.4.1. All products the Contractor produces under this contract shall be in the public domain;

2.4.2. All documents, written video, audio produced, reproduced or purchased by the Contractor under this contract shall have prior approval from the Department prior to printing, production, distribution, or use.

2.4.3. The Contractor shall credit the NH Department of Health and Human Services (DHHS), Bureau for Drug and Alcohol Services and the Governor's Commission on Alcohol and Other Drugs, on all material produced under this contract.

2.5. The Contractor shall provide the five (5) core components of the Life of an Athlete Program, which empowers and motivates middle and high school student athletes to make healthy choices by educating them about the immediate impact Alcohol and other Drugs (AOD) have on an athletic and academic performance.

2.5.1. The five (5) core components consist of:

2.5.1.1. **CODES OF CONDUCT:** development of and consistent enforcement of codes of conduct.

2.5.1.2. **PRE-SEASON MEETINGS:** development and incorporation of clear messages about the impact of lifestyle choices on athletic and academic performance.

2.5.1.3. **TRAINING FOR COACHES:** skill building for coaches to positively address behaviors of concern, model healthy behavior and incorporate messages on the impact of lifestyle choices on performance, into regular team communication.

2.5.1.4. **TRAININGS FOR STUDENT ATHLETE LEADERS:** skill building for youth, which positively confronts behaviors of concern for themselves and among their teammates, model healthy behavior and reinforce messages from their coach on the impact lifestyle choices have on performance.

2.5.1.5. **STAKEHOLDERS UNITY:** build community support for consistent

JFC

6/10



**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

upholding of the codes of conduct.

2.6. The Contractor must maintain staff with the knowledge and skills to manage and oversee the program with one (1) staff member designated as the program lead.

2.6.1. The LOA staff shall:

2.6.1.1. Develop effective dissemination tools including:

- 2.6.1.1.1. Template presentations;
- 2.6.1.1.2. Template policies;
- 2.6.1.1.3. Student Leadership materials;
- 2.6.1.1.4. Coach materials; and
- 2.6.1.1.5. Stakeholder trainings.

2.6.1.2. Support evaluation activities related to LOA implementation.

2.6.1.3. Ensure that evaluation sites receive Technical Assistance and maintain an adequate response rate to surveys of at least 60% of participants.

2.6.1.4. Coordinate state-wide LOA trainings to increase knowledge and skills of:

- 2.6.1.4.1. Coaches;
- 2.6.1.4.2. Athletes;
- 2.6.1.4.3. Parents;
- 2.6.1.4.4. Community stakeholders; and
- 2.6.1.4.5. Administration.

2.6.1.5. Manage social media related to LOA, increasing the number of website hits, tweets, re-tweets, posts and re-posts each fiscal year.

2.6.2. Pre-Season Meeting

2.6.2.1. The Contractor shall ensure participating schools:

2.6.2.1.1. Incorporate messages about the impact of Alcohol and other Drugs on athletic and academic performance into their existing pre-season meeting with parents/guardians and athletes and review expectations of involvement in the program.

2.6.2.1.2. Utilize student leaders to deliver messages to other students






**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

about the:

2.6.2.1.2.1. Impact alcohol and other drugs have on performance; and

2.6.2.1.2.2. Conditions of involvement in the program.

2.6.2.1.3. Encourage parents/guardians who are not able to attend the in-person mandatory meeting, attend a web-based training on the impact of AOD on athletic and academic performance in addition to meeting individually with the athletic director to review expectations for involvement.

2.6.3. Codes of Conduct

2.6.3.1. The Contractor shall ensure participating schools:

2.6.3.1.1. Work toward the LOA model codes and Governor's Model School Policies, including the Top 5 document, by comparing the codes from each implementing school at the beginning and end of each school year.

2.6.3.1.2. The LOA Model Codes include:

2.6.3.1.2.1. Year round enforcement, including the summer;

2.6.3.1.2.2. Carry forward of consequences to the next season;

2.6.3.1.2.3. Use a tiered system for consequences;

2.6.3.1.2.4. Stricter consequence for:

2.6.3.1.2.4.1. Student leaders caught violating the policy;

2.6.3.1.2.4.2. Student leaders that host an underage party where there is drinking and/or illegal drugs; and

2.6.3.1.2.4.3. Violation of an honesty clause during an investigation.

2.6.3.1.2.5. Continuation of participation in team activities while on suspension from portions of the athletic season;

2.6.3.1.2.6. Referral to counseling within school protocols;

2.6.3.1.2.7. Use of the Restorative Justice Model;

2.6.3.1.2.8. Suspensions for a percentage of season rather than number of days;

2.6.3.1.2.9. Consequences for being, "in the presence of illegal drugs and/or alcohol";

2.6.3.1.2.10. Knowledge, understanding and agreement in the



**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

signature line of the Code of Contact contract signed by parent/guardian and athlete.

2.6.4. Coach Engagement

2.6.4.1. The Contractor shall:

2.6.4.1.1. Hold an in-person training every year to improve coaches' knowledge and skills to:

2.6.4.1.1.1. Model healthy behavior;

2.6.4.1.1.2. Discuss the impact AOD has on athletic and academic performance with students; and

2.6.4.1.1.3. Use the principles contained in the Restorative Justice Model to positively address behaviors of concern.

2.6.5. Student Leadership

2.6.5.1. To facilitate collaboratively held trainings with the Bureau of Drug and Alcohol Services' Regional Public Health Networks Substance Misuse Prevention Coordinator, the Contractor shall:

2.6.5.1.1. Hold in-person trainings to improve student athlete leader's knowledge and skills to:

2.6.5.1.1.1. Model healthy behavior;

2.6.5.1.1.2. Discuss the impact AOD has on athletic performance with peers and near-peers; and

2.6.5.1.1.3. Use the principles contained in the Restorative Justice Model to positively address behaviors of concern.

2.6.5.1.2. Encourage schools to work with student leaders to present the following at the Pre-Season Meeting:

2.6.5.1.2.1. The impact of Alcohol and other drugs on athletic performance; and

2.6.5.1.2.2. Conditions of involvement in the athletic program.

2.6.6. Stakeholder Unity

2.6.6.1. To increase community support for updating, equitably enforcing and upholding local codes of conduct using the LOA model codes as a guide, the Contractor shall:

2.6.6.1.1. Develop LOA materials to meet the needs of New Hampshire


Date 8/6/19



**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

communities;

2.6.6.1.2. Review materials to ensure they are culturally competent, linguistically appropriate, and easily understood; and

2.6.6.1.3. Provide technical assistance to local presentations for the school community, business leaders, law enforcement, healthcare providers, and governmental representatives.

2.6.7. Work collaboratively with the Regional Public Health Networks to promote evidence-based prevention programs and health promotion in NH school districts and in the community.

2.6.8. Participate in the Prevention Community of Practice hosted by the Bureau of Drug and Alcohol Services.

2.7. Bi-Annual Site Visits

2.7.1. The Contractor shall allow a team authorized by BDAS to conduct bi-annual site reviews that will include the Direct Service Provider responsible for the implementation of LOA, fiscal oversight manager, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, WITS data collection and submission, and financial management in order to assure systems are adequate to provide the contracted services.

2.7.2. Should contracted services be found not to be provided in accordance with this contract, the Contractor shall take corrective actions as advised by the review team.

2.8. Evidence Based Core Components

2.8.1. In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:

2.8.1.1. For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity.

2.8.1.2. For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, you are required to contact NH Center for Excellence to assist you with establishing the core elements that meet evidenced based status of

Handwritten signature and date "6/6/20" written over a line.



New Hampshire Department of Health and Human Services
Life of An Athlete Program

Exhibit A

intervention, implementation and evaluation.

2.8.1.3. For more information, <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>. Process for NH prevention providers to select evidence-based interventions.

3. Reporting

- 3.1. The Contractor must have the ability to communicate and submit required reports via email;
- 3.2. The Contractor shall submit the following reports in formats approved and/or provided by the BDAS Unit:
 - 3.2.1. The Contractor agrees to enter all data into the Web Infrastructure Technology System (WITS), within the prevention domain, within twenty (20) business days of the end of the following month. WITS is managed and owned by the Department and maintained and hosted by FEI Inc. All data entered into WITS will be monitored for quality assurance purposes and contract performance, and will be used for statistical analysis as well as aggregate data reporting and any other analysis deemed appropriate by the contracting agency and the Department and as required by FEI Inc. to ensure fidelity and integrity of the system;
 - 3.2.2. All data entered will be de-identified client level data collected in the aggregate with no PHI;
 - 3.2.3. The Contractor shall inform any individual and/or entity from whom information is requested, or otherwise represented as data, for entry into the WITS, of the necessity for, and use of this data. The Governor's Commission on Alcohol and Other Drug's Prevention, Treatment and Recovery will both have access to LOA data entered into WITS; and
 - 3.2.4. The Contractor shall require the execution of a signed authorization for release of information from any individual or entity allowing this information to be collected and used for evaluation purposes;
- 3.3. The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month which is being reported;
- 3.4. The Contractor shall provide any periodic or special reports requested by the Department
- 3.5. Without limiting the generality of any other provisions of this contract, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special reviews of the performance of the

[Handwritten Signature]
Date *6/6/17*



**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

Contractor or any inspection of the facilities of the Contractor.

3.6. The Department may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to the Department's satisfaction, unless a waiver has been granted.

4. Performance Measures

4.1. The Contractor shall:

4.1.1. By the end of year one of this contract:

4.1.1.1. Maintain a response rate of fifty percent (50%) for surveys used in the state-wide evaluation of LOA;

4.1.1.2. Conduct three (3) focus groups with student athletes, coaches, or parents/guardians to gather input on the program's impact;

4.1.1.3. Host fifty (50) trainings;

4.1.1.4. Provide evaluation and training on LOA to a minimum of:

4.1.1.4.1. 1,000 students;

4.1.1.4.2. 100 coaches;

4.1.1.4.3. Twenty-five (25) professionals; and

4.1.1.4.4. Use evaluation data to improve the quality of the trainings.

4.1.1.5. Ensure three (3) school districts conduct a middle school LOA program in collaboration with the high school LOA program;

4.1.1.6. Ensure seventy-five (75) schools implement one of the components of LOA;

4.1.1.7. Ensure sixty (60) schools implement the five (5) core components of LOA;

4.1.1.8. Ensure ten (10) high schools base their athletic policies on the principles of the Restorative Justice Model;

4.1.2. By the end of year two of this contract:

4.1.2.1. Maintain a response rate of sixty percent (60%) for surveys used in




**New Hampshire Department of Health and Human Services
Life of An Athlete Program**

Exhibit A

the state-wide evaluation of LOA.

- 4.1.2.2. Conduct five (5) focus groups to gather input.
- 4.1.2.3. Host 100 trainings;
- 4.1.2.4. Provide training on LOA to a minimum of:
 - 4.1.2.4.1. 2,000 students;
 - 4.1.2.4.2. 200 coaches; and
 - 4.1.2.4.3. 200 professionals.
- 4.1.2.5. Ensure five (5) school districts conduct a middle school LOA program in collaboration with the high school LOA program;
- 4.1.2.6. Ensure eighty (80) schools implement at least one (1) component of LOA;
- 4.1.2.7. Ensure sixty-five (65) schools implement the five (5) core components of LOA;
- 4.1.2.8. Ensure ten (10) high schools base their athletic policies on the Restorative Justice Model; and
- 4.1.2.9. Update LOA policies based on local data and present findings to 150 school administrators.


Date 6/19



**New Hampshire Department of Health and Human Services
Life of an Athlete Program**

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Other Funds: 100% Other Funds from Governor's Commission of Alcohol and other Drug Prevention, Treatment and Recovery.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. All invoices shall be emailed to:

Financial Administrator
Division for Behavioral Health
Bureau of Drug and Alcohol Services
129 Pleasant Street
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

[Handwritten Signature]
[Handwritten Date]



**New Hampshire Department of Health and Human Services
Life of an Athlete Program**

Exhibit B

9. When the contract price limitation is reached, the Contractor shall continue to operate the program at full capacity at no charge to the Department for the duration of the contract period.
10. The Contractor shall have written authorization from the Department prior to using contract funds to purchase or lease any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one (1) year.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.


Date 2/6/19

SS-2020-BDAS-01-LIFE0

Exhibit B-#1
Budget Worksheet

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

Contractor name New Hampshire Interscholastic Athletic Association, Inc.

Budget Request for: Life of an Athlete
SS-2020-BDAS-01-LIFE0
Budget Period: SFY 2020

Line/Item	Total Program Cost		Total
	Direct	Indirect	
1. Total Salary/Wages	\$ 80,895.00	\$ 6,471.60	\$ 87,366.60
2. Employee Benefits	\$ 14,605.00	\$ 1,168.40	\$ 15,773.40
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ 80.00	\$ 1,080.00
6. Travel	\$ 8,000.00	\$ 640.00	\$ 8,640.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 1,650.00	\$ 132.00	\$ 1,782.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 17,500.00	\$ 1,400.00	\$ 18,900.00
11. Staff Education and Training	\$ 2,000.00	\$ 160.00	\$ 2,160.00
12. Subcontracts/Agreements	\$ 105,831.00	\$ 8,467.00	\$ 114,298.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 231,481.00	\$ 18,519.00	\$ 250,000.00

Indirect As A Percent of Direct

8.0%

Contractor Initials

Date

[Handwritten Signature]
6/6/19

SS-2020-BDAS-01-LIFEO

Exhibit B-#2
Budget Worksheet

New Hampshire Department of Health and Human Services				
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD				
Contractor name		New Hampshire Interscholastic Athletic Association, Inc.		
Budget Request for:		Life of an Athlete		
		SS-2020-BDAS-01-LIFEO		
Budget Period:		SFY 2021		
Line/Item		Direct	Indirect	Total
		Total Program Cost		
1.	Total Salary/Wages	\$ 83,320.00	\$ 6,665.60	\$ 89,985.60
2.	Employee Benefits	\$ 17,500.00	\$ 1,400.00	\$ 18,900.00
3.	Consultants	\$ -	\$ -	\$ -
4.	Equipment:	\$ -	\$ -	\$ -
	Rental	\$ -	\$ -	\$ -
	Repair and Maintenance	\$ -	\$ -	\$ -
	Purchase/Depreciation	\$ -	\$ -	\$ -
5.	Supplies:	\$ -	\$ -	\$ -
	Educational	\$ -	\$ -	\$ -
	Lab	\$ -	\$ -	\$ -
	Pharmacy	\$ -	\$ -	\$ -
	Medical	\$ -	\$ -	\$ -
	Office	\$ -	\$ -	\$ -
6.	Travel	\$ 9,000.00	\$ 720.00	\$ 9,720.00
7.	Occupancy	\$ -	\$ -	\$ -
8.	Current Expenses	\$ -	\$ -	\$ -
	Telephone	\$ 1,650.00	\$ 132.00	\$ 1,782.00
	Postage	\$ -	\$ -	\$ -
	Subscriptions	\$ -	\$ -	\$ -
	Audit and Legal	\$ -	\$ -	\$ -
	Insurance	\$ -	\$ -	\$ -
	Board Expenses	\$ -	\$ -	\$ -
9.	Software	\$ -	\$ -	\$ -
10.	Marketing/Communications	\$ 18,000.00	\$ 1,440.00	\$ 19,440.00
11.	Staff Education and Training	\$ -	\$ -	\$ -
12.	Subcontracts/Agreements	\$ 102,011.00	\$ 8,161.40	\$ 110,172.40
13.	Other (specific details mandatory):	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	TOTAL	\$ 231,481.00	\$ 18,519.00	\$ 250,000.00
Indirect As A Percent of Direct			8.0%	

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date]

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

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

Exhibit C – Special Provisions

Contractor Initials

Date

09/13/18

Page 1 of 5


Date 09/13/18

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

Exhibit C - Special Provisions

Contractor Initials

Date



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

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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

JOC
Date: 6/6/19



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

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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

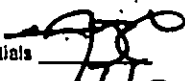
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis


Date 9/13/18

New Hampshire Department of Health and Human Services
Exhibit C



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

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

20. Contract Definitions:

- 20.1. 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.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. 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 and/or goods to be provided 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.
- 20.4. 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.
- 20.5. 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 time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.


Date 6/16/19



New Hampshire Department of Health and Human Services

Exhibit C-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials

Handwritten signature and date "6/6/10".



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials

[Handwritten Signature]
Date *[Handwritten Date]*



New Hampshire Department of Health and Human Services
Exhibit D

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

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


2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

6/6/19
Date


Name: JEFFREY T. COLLINS
Title: EXECUTIVE DIRECTOR

Vendor Initials JTC
Date 6/6/19



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV


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

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

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

Vendor Name:

Date 6/6/19


Name: ROBERT T. COLLINS
Title: EXECUTIVE DIRECTOR

Vendor initials RS
Date 6/6/19

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor 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 12/6/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

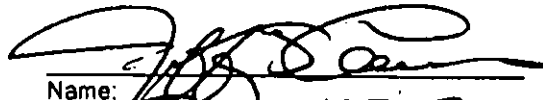
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

Vendor Name:

6/6/19
Date


Name: Jeffrey T. Colwell
Title: EXECUTIVE DIRECTOR

Vendor Initials JTC
Date 6/6/19

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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:

Vendor 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

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

Vendor Initials


Date 6/6/19



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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/6/19
Date



Name: JEFFREY T. COUWS
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Vendor Initials



Date 6/6/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

The Vendor 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 Vendor 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.

Vendor Name:

6/6/19
Date


Name: JEFFREY T. COLLINS
Title: EXECUTIVE DIRECTOR

Vendor Initials JTC
Date 6/6/19

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

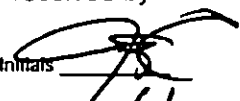
(1 **Definitions.**

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

3/2014

Vendor Initials

Date


Date 3/6/12



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Vendor Initials


Date 6/6/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Vendor Initials

[Handwritten Signature]
Date 6/6/19



New Hampshire Department of Health and Human Services

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

3/2014

Vendor Initials

Date

[Handwritten Signature]
[Handwritten Date: 2/6/19]



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Vendor Initials

Date

[Handwritten Signature]
6/6/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State

Katja S Fox
 Signature of Authorized Representative

Katja S Fox
 Name of Authorized Representative

Director
 Title of Authorized Representative

6/6/19
 Date

New Hampshire Interscholastic Athletic ASSOC.
 Name of the Vendor

[Signature]
 Signature of Authorized Representative

Jeffrey T. Collins
 Name of Authorized Representative

Executive Director
 Title of Authorized Representative

6/6/19
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

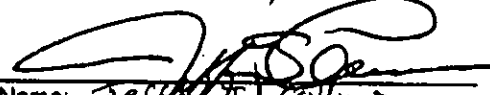
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Vendor 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 Vendor 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.

Vendor Name: *New Hampshire Interscholastic Athletic Assoc.*

6/6/19
Date


Name: *Jeffrey Collins*
Title: *Executive Director*

Vendor Initials 
Date *6/6/19*



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

NO YES

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

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

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

NO YES

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

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

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

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

Vendor Initials JL
Date 6/6/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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


6/6/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

[Handwritten Signature]
6/6/19

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

[Handwritten Signature]
[Handwritten Date: 10/10]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Handwritten Signature]
[Handwritten Date: 6/6/19]

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

[Handwritten Signature]
[Handwritten Date: 6/6/19]

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

[Handwritten Signature]
[Handwritten Date: 6/6/19]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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


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

V. LOSS REPORTING

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

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

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


6/6/19

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

[Handwritten Signature]
[Handwritten Date]