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

Lori A. Shbinette
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

May 31, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing grant agreements with the Contractors listed in **bold** below to continue developing and implementing youth-led and youth-powered tobacco use prevention strategies that prevent and reduce youth access to and use of tobacco products, by exercising renewal options by increasing the total price limitation by \$20,000 from \$25,000 to \$45,000 and by extending the completion dates from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 100% Other Funds (Drug Forfeiture Funds).

These original contracts were approved as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Current Amount | Increase (Decrease) | Revised Amount | G&C or Department Approval |
|---|-------------|---------------|-----------------|---------------------|-----------------|--|
| Boys and Girls Club of Souhegan Valley, Inc | 157080 | Milford | \$5,000 | \$5,000 | \$10,000 | O: 1/12/22, (Item #15) |
| United Way of Greater Nashua | 160062 | Nashua | \$5,000 | \$5,000 | \$10,000 | O: 1/12/22, (Item #15) |
| The Upper Room, A Family Resource Center | 174210 | Derry | \$5,000 | \$5,000 | \$10,000 | O: 1/12/22, (Item #15) |
| The Cheshire Medical Center | 155405 | Keene | \$5,000 | \$0 | \$5,000 | O: 1/12/22, (Item #15) |
| Makin' It Happen Coalition for Resilient Youth, Inc. | 319209 | Manchester | \$5,000 | \$5,000 | \$10,000 | O: 7/12/21, Department Approved (Minor Contract) |
| | | Total: | \$25,000 | \$20,000 | \$45,000 | |

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33860000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, DRUG FORFEITURE FUNDS

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|------------------------|-----------------|-----------------|------------------------------|-----------------|
| 2022 | 102-500731 | Contracts for Prog Svc | 92057312 | \$25,000 | \$0 | \$25,000 |
| 2023 | 102-500731 | Contracts for Prog Svc | 92057312 | \$0 | \$20,000 | \$20,000 |
| | | | Subtotal | \$25,000 | \$20,000 | \$45,000 |

EXPLANATION

The purpose of this request is to continue to provide Tobacco Use Prevention programs that focus on activities to prevent youth from using tobacco products in order to improve quality of life and prevent long-term illnesses. The Contractors will continue Tobacco Use Prevention activities that are led by youth and mentored by adults. The programs target youth 10-20 years of age.

The activities the coalitions will be implementing include; delivering a research based e-cigarette program called Catch My Breath to youth at the Boys and Girls Club, creating Quit Kits for middle and high school youth and developing and implementing youth led and youth powered prevention strategies to help prevent and reduce youth access to tobacco.

Approximately 3,500 individuals will be served during State Fiscal Year 2023.

This request represents four (4) of the five (5) Grant Agreements exercising the option to renew. The Department anticipates the 5th Grant Agreement to be executed and presented for Governor and Executive Council approval once it is finalized.

The Centers for Disease Control and Prevention (CDC) conducts a national survey, the Youth Risk Behavior Surveillance Survey (YRBS), every two (2) years, which is administered to 9th through 12th grade students. According to the YRBS, 30-day tobacco use among youth declined from 12% in 2012 to 5.5% in 2019; however, many youth continue to use tobacco products, especially electronic nicotine devices such as vape products. The rates of use of all forms of tobacco use among New Hampshire youth is higher than national rates with 5.5% of New Hampshire youth reported smoking in the past 30 days compared to 4.6% of youth nationally. The CDC states that the health care cost statewide due to tobacco use among individuals is estimated at \$729 million each year.

The Department will continue to monitor services by reviewing quarterly reports and conducting site visits to review programmatic and financial details relative to the contract.

As referenced in Exhibit C, Revisions to Standard Grant Agreement Provisions, Paragraph 1, Revisions to Grant Agreement, General Provisions, Subparagraph 1.1 of the original agreements, the parties have the option to extend the agreements 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 Executive Council not authorize this request, youth may not have continued access to supports and information to assist them to make healthy choices when they are considering using tobacco products.

Area served: Statewide

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shabinette". The signature is fluid and cursive, with a large initial "L" and "S".

Lori A. Shabinette
Commissioner

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

This Amendment to the Tobacco Use Prevention Programs for Youth Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Boys & Girls Club of Souhegan Valley, Inc. ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 12, 2022, (Item # 15), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20 and Exhibit C, Revisions to Standard Grant Agreement Provisions, Paragraph 1, Revisions to Grant Agreement, General Provisions, Subparagraph 1.1., the Grant Agreement 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 Grant Agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:
\$10,000.
3. Modify Exhibit B, Payment Terms, Paragraph 3, to read:
 3. The Grantee shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Grantee shall:
 - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
4. Modify Exhibit B, Payment Terms, Paragraph 4, to read:
 4. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with Exhibit B-1, Budget through Exhibit B-2, Amendment #1, Budget.
5. Add Exhibit B-2, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

Boys and Girls Club of Souhegan Valley, Inc.

A-S-1.1

Contractor Initials: 

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/13/2022

Date

DocuSigned by:
Katja S. Fox
500D06B04C62442
Name: Katja S. Fox
Title: Director

Boys & Girls Club of Souhegan Valley, Inc.

6/13/2022

Date

DocuSigned by:
Michael Goodwin
49AA997F8F849B...
Name: Michael Goodwin
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2022

Date

DocuSigned by:
Takhmina Rakhmatova

FDF521C625C31AG...
Name: Takhmina Rakhmatova
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-2 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC

Project Title: Tobacco Use Prevention Programs for Youth

Budget Period: SFY 2023

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|--------------------|-------------|--------------------|--------------------------|-------------|-------------|-------------------------------|-------------|--------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specify details narrative): Recognition / | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Recognition of youth leaders | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| Vape disposal containers | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| Teen Awards supplies (bags, candy/gum/mints, fidget) | \$ 2,628.00 | \$ - | \$ 2,628.00 | \$ - | \$ - | \$ - | \$ 2,628.00 | \$ - | \$ 2,628.00 |
| Refreshments for youth meetings | \$ 772.00 | \$ - | \$ 772.00 | \$ - | \$ - | \$ - | \$ 772.00 | \$ - | \$ 772.00 |
| TOTAL | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 |

Indirect As A Percent of Direct

0.0%

State of New Hampshire

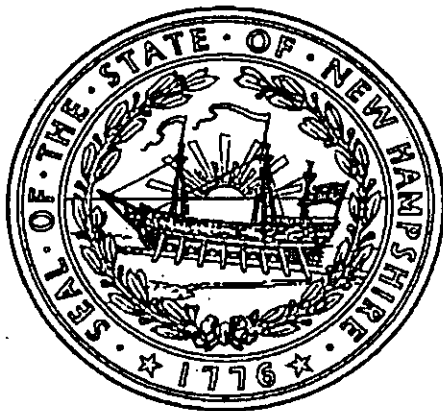
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1991. 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: 162044

Certificate Number: 0005790582



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joelle Martin, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Boys & Girls Club of Souhegan Valley.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 21 April, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

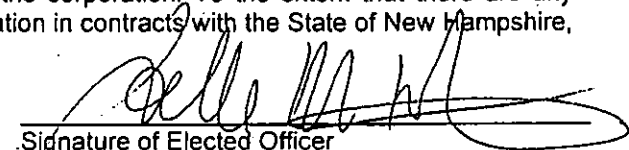
VOTED: That Michael Goodwin (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Boys + Girls Club of Souhegan Valley to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 6/13/2022


Signature of Elected Officer
Name: EXECUTIVE DR
Title: Joelle Martin
Board President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2022

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

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

| | | | |
|--|--|--|---------------------------------------|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Susan Sullivan | |
| | | PHONE (A.C. No. Ext): (603) 669-3218 | FAX (A.C. No.): (603) 645-4331 |
| | | E-MAIL ADDRESS: manch.certs@crossagency.com | |
| INSURER(S) AFFORDING COVERAGE | | | |
| | | INSURER A: Church Mutual Insurance Company | NAIC # |
| INSURED Boys & Girls Club of Souhegan Valley, Inc 56 Mont Vernon Street Milford NH 03055 | | INSURER B: Granite State Health Care and Human Services Self- | |
| | | INSURER C: Hanover Ins Group | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 21-22 All 22-23 WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual misconduct | | | 25-254540 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 1,000,000 each claim \$ 1,000,000- Aggreg |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 0365489-09-253303 | 07/01/2021 | 07/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 85-254672 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | HCHS20210000573 (3a.) NH | 01/01/2022 | 01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Director's & Officer's Liability Employment Practices Liability | | | LHV877455712 | 07/01/2021 | 07/01/2022 | D&O Limit 2,000,000 EPLI Limit 2,000,000 Deductible 10,000 |

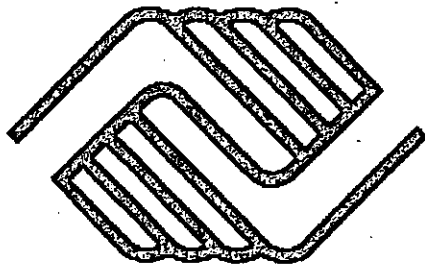
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

| | |
|--|--|
| CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street) Concord NH 03301-3857 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

Boys & Girls Club of Souhegan Valley Mission Statement

Our mission is to enable all young people, especially those who need us most, to be great today and reach their full potential as productive, caring, responsible citizens tomorrow.



**BOYS & GIRLS CLUB
OF SOUHEGAN VALLEY**

Boys and Girls Club of Souhegan Valley, Inc.

Financial Statements
For the Year Ended August 31, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Boys and Girls Club of Souhegan Valley, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Boys and Girls Club of Souhegan Valley, Inc., which comprise the statement of financial position as of August 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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.

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

800.282.2440 | melansoncpas.com



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 Boys and Girls Club of Souhegan Valley, Inc. as of August 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Boys and Girls Club of Souhegan Valley, Inc.'s fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 17, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended August 31, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
April 16, 2021

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

Statement of Financial Position
August 31, 2020
(with comparative totals as of August 31, 2019)

| | 2020 | | 2020 Total | 2019 Total |
|---|-------------------------------|----------------------------|---------------------|---------------------|
| | Without Donor Restrictions | With Donor Restrictions | | |
| ASSETS | | | | |
| Current Assets: | | | | |
| Cash and cash equivalents | \$ 399,310 | \$ 349,491 | \$ 748,801 | \$ 636,824 |
| Accounts receivable, net | 3,747 | - | 3,747 | 7,756 |
| Grants receivable | 26,283 | - | 26,283 | 16,234 |
| Contributions receivable, net | 28,778 | - | 28,778 | 65,045 |
| Prepaid expenses | 17,006 | - | 17,006 | 25,072 |
| Total Current Assets | 475,124 | 349,491 | 824,615 | 750,931 |
| Noncurrent Assets: | | | | |
| Property and equipment, net | 4,384,901 | - | 4,384,901 | 4,542,724 |
| Contributions receivable, net | - | 11,721 | 11,721 | 23,221 |
| Beneficial interest | 179,023 | 302,101 | 481,124 | 480,232 |
| Total Noncurrent Assets | 4,563,924 | 313,822 | 4,877,746 | 5,046,177 |
| TOTAL ASSETS | \$ 5,039,048 | \$ 663,313 | \$ 5,702,361 | \$ 5,797,108 |
| LIABILITIES AND NET ASSETS | | | | |
| Current Liabilities: | | | | |
| Current portion of long-term debt | \$ - | \$ - | \$ - | \$ 34,198 |
| Accounts payable and accrued expenses | 61,613 | - | 61,613 | 81,932 |
| Accrued payroll and related liabilities | 58,771 | - | 58,771 | 36,331 |
| Contract liabilities | 30,859 | - | 30,859 | 47,931 |
| Refundable advances | 42,508 | - | 42,508 | 700 |
| Total Current Liabilities | 193,751 | - | 193,751 | 201,092 |
| Noncurrent Liabilities: | | | | |
| Long-term debt, net of current portion | - | - | - | 143,922 |
| Total Noncurrent Liabilities | - | - | - | 143,922 |
| Total Liabilities | 193,751 | - | 193,751 | 345,014 |
| Net Assets: | | | | |
| Without Donor Restrictions: | | | | |
| Undesignated | 4,845,297 | - | 4,845,297 | 4,921,639 |
| With Donor Restrictions: | | | | |
| Time restrictions | - | 11,721 | 11,721 | 23,221 |
| Purpose restrictions | - | 349,491 | 349,491 | 205,133 |
| Endowment | - | 302,101 | 302,101 | 302,101 |
| Total Net Assets | 4,845,297 | 663,313 | 5,508,610 | 5,452,094 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 5,039,048 | \$ 663,313 | \$ 5,702,361 | \$ 5,797,108 |

The accompanying notes are an integral part of these financial statements.

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

Statement of Activities
For the Year Ended August 31, 2020
(with comparative totals for the year ended August 31, 2019)

| | 2020 | | 2020 Total | 2019 Total |
|--|-------------------------------|----------------------------|---------------------|---------------------|
| | Without Donor Restrictions | With Donor Restrictions | | |
| SUPPORT, REVENUE, AND OTHER | | | | |
| Support: | | | | |
| Contributions | \$ 288,705 | \$ 186,199 | \$ 474,904 | \$ 598,927 |
| Grants | 196,339 | - | 196,339 | 156,245 |
| Payroll Protection Program | 217,000 | - | 217,000 | - |
| Memberships | 21,915 | - | 21,915 | 23,975 |
| Special events revenue: | | | | |
| Gross special events revenue | 265,586 | 63,232 | 328,818 | 264,439 |
| Less direct expenses | (68,344) | - | (68,344) | (63,381) |
| Net special events revenue | 197,242 | 63,232 | 260,474 | 201,058 |
| Revenues: | | | | |
| Program service fees: | | | | |
| Tuitions | 452,613 | - | 452,613 | 806,408 |
| Theater productions | 73,060 | - | 73,060 | 82,640 |
| Other programs | 6,375 | - | 6,375 | 20,829 |
| Rental income | 82,122 | - | 82,122 | 91,794 |
| Other: | | | | |
| Investment income (loss) | (467) | - | (467) | 9,977 |
| Net assets released from restriction | 116,573 | (116,573) | - | - |
| Total Support, Revenue, and Other | 1,651,477 | 132,858 | 1,784,335 | 1,991,853 |
| EXPENSES | | | | |
| Program Services: | | | | |
| General programs | 772,997 | - | 772,997 | 864,862 |
| Summer camp | 199,055 | - | 199,055 | 335,166 |
| Theater | 237,206 | - | 237,206 | 290,116 |
| Other programs | 64,515 | - | 64,515 | 63,747 |
| Total Program Services | 1,273,773 | - | 1,273,773 | 1,553,891 |
| Supporting Services: | | | | |
| Management and general | 331,916 | - | 331,916 | 274,154 |
| Fundraising and development | 122,130 | - | 122,130 | 149,634 |
| Total Supporting Services | 454,046 | - | 454,046 | 423,788 |
| Total Expenses | 1,727,819 | - | 1,727,819 | 1,977,679 |
| CHANGE IN NET ASSETS | (76,342) | 132,858 | 56,516 | 14,174 |
| NET ASSETS, BEGINNING OF YEAR | 4,921,639 | 530,455 | 5,452,094 | 5,437,920 |
| NET ASSETS, END OF YEAR | \$ 4,845,297 | \$ 663,313 | \$ 5,508,610 | \$ 5,452,094 |

The accompanying notes are an integral part of these financial statements.

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

Statement of Functional Expenses For the Year Ended August 31, 2020 (with comparative totals for the year ended August 31, 2019)

| | 2020 | | | | | | | | 2020 Total | 2019 Total |
|--|---------------------|----------------|------------|-------------------|---------------------|---------------------------|--------------------------------|------------|---------------|---------------|
| | Program Services | | | | Supporting Services | | | | | |
| | General Programs | Summer Camp | Theater | Other Programs | Total | Management and General | Fundraising and Development | Total | | |
| Personnel expense: | | | | | | | | | | |
| Salaries and wages | \$ 404,464 | \$ 112,757 | \$ 71,222 | \$ 39,511 | 627,954 | \$ 179,412 | \$ 90,543 | 269,955 | \$ 897,909 | \$ 979,974 |
| Employee benefits | 42,293 | 2,697 | 15,023 | 1,046 | 61,059 | 10,394 | 1,637 | 12,031 | 73,090 | 64,318 |
| Payroll taxes | 30,915 | 8,549 | 5,103 | 3,006 | 47,573 | 12,912 | 6,787 | 19,699 | 67,272 | 73,349 |
| Contracted and professional services: | | | | | | | | | | |
| Accounting | - | - | - | - | - | 12,000 | - | 12,000 | 12,000 | 10,800 |
| Subcontractors | 14,320 | - | 7,400 | - | 21,720 | - | 16,901 | 16,901 | 38,621 | 47,480 |
| Other professional services | 3,388 | - | - | 359 | 3,747 | 10,846 | 6,157 | 17,003 | 20,750 | 19,217 |
| Activities expense | 13,248 | 1,226 | - | 457 | 14,931 | - | - | - | 14,931 | 24,106 |
| Advertising | - | - | - | - | - | 9,272 | 67 | 9,339 | 9,339 | 8,158 |
| Bank charges | - | - | - | - | - | 20,710 | 10,912 | 31,622 | 31,622 | 33,665 |
| Conferences, conventions, meetings | 18,105 | - | - | 1,067 | 19,172 | 3,526 | - | 3,526 | 22,698 | 22,013 |
| Depreciation | 84,511 | 16,595 | 54,761 | 1,659 | 157,526 | 8,297 | - | 8,297 | 165,823 | 171,537 |
| Dues and fees | 394 | - | - | - | 394 | 17,147 | 125 | 17,272 | 17,666 | 23,246 |
| Insurance | 15,809 | 3,544 | 7,353 | 762 | 27,468 | 7,640 | 1,307 | 8,947 | 36,415 | 38,022 |
| Interest | - | - | - | - | - | 3,299 | - | 3,299 | 3,299 | 9,251 |
| Information technology | 2,758 | 1,739 | 1,739 | 1,739 | 7,975 | 9,157 | 1,395 | 10,552 | 18,527 | 19,401 |
| Maintenance | 20,010 | 3,923 | 12,947 | 392 | 37,272 | 1,962 | - | 1,962 | 39,234 | 36,733 |
| Miscellaneous | - | - | - | - | - | - | 4,423 | 4,423 | 4,423 | 2,724 |
| Occupancy | 15,199 | 13,360 | 13,405 | 12,933 | 54,897 | 13,360 | - | 13,360 | 68,257 | 78,433 |
| Office expenses | 388 | - | 182 | - | 570 | 1,008 | 2,255 | 3,263 | 3,833 | 83,839 |
| Scholarship | 55,813 | 31,518 | - | - | 87,331 | - | - | - | 87,331 | 166,859 |
| Supplies | 42,561 | 3,056 | 48,071 | 1,584 | 95,272 | 10,974 | 15,298 | 26,272 | 121,544 | 78,662 |
| Transportation | 8,821 | 91 | - | - | 8,912 | - | - | - | 8,912 | 18,229 |
| Special events venues and catering | - | - | - | - | - | - | 32,667 | 32,667 | 32,667 | 31,044 |
| Total expenses by function | 772,997 | 199,055 | 237,206 | 64,515 | 1,273,773 | 331,916 | 190,474 | 522,390 | 1,796,163 | 2,041,060 |
| Less expenses included on the Statement of Activities: | | | | | | | | | | |
| Direct expenses related to special events | - | - | - | - | - | - | (68,344) | (68,344) | (68,344) | (63,381) |
| Total reported on the Statement of Activities | \$ 772,997 | \$ 199,055 | \$ 237,206 | \$ 64,515 | \$ 1,273,773 | \$ 331,916 | \$ 122,130 | \$ 454,046 | \$ 1,727,819 | \$ 1,977,679 |

The accompanying notes are an integral part of these financial statements.

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

Statement of Cash Flows
For the Year Ended August 31, 2020
(with comparative totals for the year ended August 31, 2019)

| | <u>2020</u> | <u>2019</u> |
|---|-------------------|-------------------|
| Cash Flows From Operating Activities: | | |
| Change in net assets | \$ 56,516 | \$ 14,174 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 165,823 | 171,537 |
| (Income) loss from beneficial interest | 3,389 | (6,775) |
| In-kind donations of fixed assets | (8,000) | - |
| Contributions restricted to endowment and long-term purposes | - | (150,000) |
| Change in operating assets and liabilities: | | |
| Accounts receivable, net | 4,009 | 125,212 |
| Grants receivable | (10,049) | |
| Contributions receivable, net | 47,767 | |
| Prepaid expenses | 8,066 | 3,732 |
| Accounts payable and accrued expenses | (20,319) | 16,099 |
| Accrued payroll and related liabilities | 22,440 | 11,847 |
| Contract liabilities | (17,072) | 8,637 |
| Refundable advances | 41,808 | (63) |
| Net Cash Provided By Operating Activities | <u>294,378</u> | <u>194,400</u> |
| Cash Flows From Investing Activities: | | |
| Transfers to beneficial interest | (7,000) | (12,000) |
| Distribution from beneficial interest | 2,719 | 2,716 |
| Net Cash Used By Investing Activities | <u>(4,281)</u> | <u>(9,284)</u> |
| Cash Flows From Financing Activities: | | |
| Principal payments on long-term debt | (178,120) | (90,842) |
| Net Cash Used By Financing Activities | <u>(178,120)</u> | <u>(90,842)</u> |
| Net Change in Cash and Cash Equivalents | 111,977 | 94,274 |
| Cash and Cash Equivalents, Beginning of Year | <u>636,824</u> | <u>542,550</u> |
| Cash and Cash Equivalents, End of Year | <u>\$ 748,801</u> | <u>\$ 636,824</u> |
| Supplemental Disclosures: | | |
| Interest paid | <u>\$ 3,299</u> | <u>\$ 9,251</u> |

The accompanying notes are an integral part of these financial statements.

BOYS AND GIRLS CLUB OF SOUHEGAN VALLEY, INC.

Notes to the Financial Statements
For the Year Ended August 31, 2020

1. Organization

Boys and Girls Club of Souhegan Valley, Inc. (the Organization) is a New Hampshire nonprofit corporation. Located in Milford, New Hampshire, the Organization provides behavior guidance and promotes the health, social education, vocational, and character development for the youth of greater Milford. The Organization's programs include:

General Programs

For more than twenty years, Boys and Girls Club of Souhegan Valley has helped young people on the paths to great futures. The Organization serves hundreds of young people each year with programs focused on academic success, developing good character and leadership skills, and adopting healthy lifestyles. These young people are served through community outreach programs focused on the arts, drug and alcohol prevention programs, and through collaborations with other youth serving organizations.

Summer Camp

The Organization offers ten one-week sessions of summer day camp for kids entering first through eighth grade, as well as opportunities for teens entering grades eight through ten to participate in counselor-in-training programs. Campers enjoy the same youth programming that makes Boys and Girls Club of Souhegan Valley a positive place for kids in our community. The Organization welcomes between 160 and 200 kids each day during the summer, providing fun, summer-time experiences that focus on skill development with an emphasis on character growth, fun, and adventure.

Theater

Boys and Girls Club of Souhegan Valley utilizes performing arts as a way to fulfill its mission, encouraging creativity, providing leadership opportunities, building self-esteem, and confidence for its youth members. The Amato Center for the performing arts is part of the Organization's facility, providing a venue for various youth theater productions, playwriting festivals, summer theater programs, and dance shows each year.

2. Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Organization has adopted Accounting Standard Update (ASU) no. 2014-09 – *Revenue from Contracts with Customers (Topic 606)*, as amended and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and

understandability of the Organization's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In fiscal year 2020, the Organization has adopted ASU 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. The adoption of this ASU did not have a significant impact on the financial statements.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements, and removes disclosures related to transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended August 31, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, and assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Grants Receivable

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Management has determined that no allowance is necessary.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional grants and contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable.

Property and Equipment

Property and equipment additions are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 or 2019.

Beneficial Interest

The Organization is the beneficiary of perpetual charitable trusts, held and administered by independent trustees. Perpetual trusts provide for the distribution of the net income of the trusts; however, the assets of the trusts will never be received. At the date of receipt of notice of a beneficial interest, a contribution with donor restrictions of a perpetual nature is recorded in the Statement of Activities, and a beneficial interest in perpetual trust is recorded in the Statement of Financial Position at the fair value of the underlying trust assets. Thereafter, the beneficial interest is reported at fair value of the trusts' assets in the Statement of Financial Position, with trust distributions and changes in fair value recognized in the Statement of Activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

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 while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier and right of return – are not recognized until the conditions on which they depend have been met. Federal and State contracts and grants are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenses are reported as refundable advances in the Statement of Financial Position. Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special events revenue is recognized immediately, unless there is a right of return if the special event does not take place.

The Organization recognizes revenue from program service fees and rents when the related goods or services are provided. The performance obligation of delivering program services is simultaneously received and consumed by the program participants; therefore, the revenue is recognized ratably over the course of the enrollment period. Rental revenue is recognized when the performance obligation of providing space is satisfied. The Organization recognizes the exchange portion of memberships over the membership period, and the contribution portion immediately.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use. No significant contributions of such goods or services were received during the years ended August 31, 2020 and 2019, respectively.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting functional category. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and maintenance which are allocated on the basis of square footage, as well as salaries and wages, benefits, and payroll taxes, which are allocated on the basis of estimates of time and effort, and credit card fees, which are allocated on the basis of revenue generated.

Income Taxes

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- *Level 1* – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- *Level 2* – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- *Level 3* – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

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 the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the year ending August 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increased or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending August 31, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, building, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other nonfinancial assets recognized. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting period beginning after June 15, 2021. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at August 31 2020 and 2019:

| Financial assets at year end: | <u>2020</u> | <u>2019</u> |
|--|-------------------|-------------------|
| Cash and cash equivalents | \$ 748,801 | \$ 636,824 |
| Receivables | 70,529 | 112,256 |
| Beneficial interest | <u>481,124</u> | <u>480,232</u> |
| Total financial assets | 1,300,454 | 1,229,312 |
| Less amounts not available to be used within one year: | | |
| Noncurrent receivables | (11,721) | (23,221) |
| Beneficial interest | <u>(481,124)</u> | <u>(480,232)</u> |
| Financial assets available to meet general expenditures over the next year | \$ <u>807,609</u> | \$ <u>725,859</u> |

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As part of its liquidity management plan, the Organization also has a \$500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consists of the following at August 31, 2020 and 2019:

| | <u>2020</u> | <u>2019</u> |
|--|-----------------|-----------------|
| Accounts receivable | \$ 4,153 | \$ 26,026 |
| Less allowance for uncollectible receivables | <u>(406)</u> | <u>(18,270)</u> |
| Total | \$ <u>3,747</u> | \$ <u>7,756</u> |

5. Contributions Receivable

The carrying amounts of grants and contributions receivable due in more than one year is based on the discounted net present value of the expected future cash receipts, and approximates fair value. Unconditional contributions receivable are estimated to be collected as follows at August 31, 2020 and 2019:

| | <u>2020</u> | <u>2019</u> |
|--|------------------|------------------|
| Within one year | \$ 28,985 | \$ 65,252 |
| In one to five years | <u>13,124</u> | <u>24,624</u> |
| Total | 42,109 | 89,876 |
| Less discount to net present value | (1,403) | (1,403) |
| Less allowance for uncollectable receivables | <u>(207)</u> | <u>(207)</u> |
| Net | <u>\$ 40,499</u> | <u>\$ 88,266</u> |

At August 31, 2020 and 2019, approximately \$17,000 and \$26,000, respectively, was receivable from Board members.

6. Property and Equipment

Property and equipment is comprised of the following at August 31, 2020 and 2019:

| | <u>2020</u> | <u>2019</u> |
|----------------------------------|---------------------|---------------------|
| Land, building, and improvements | \$ 5,956,809 | \$ 5,948,809 |
| Vehicles | 119,704 | 119,704 |
| Equipment | <u>38,612</u> | <u>44,704</u> |
| Subtotal | 6,115,125 | 6,113,217 |
| Less accumulated depreciation | <u>(1,730,224)</u> | <u>(1,570,493)</u> |
| Total | <u>\$ 4,384,901</u> | <u>\$ 4,542,724</u> |

Depreciation and amortization expense totaled \$165,823 and \$171,537 for the years ended August 31, 2020 and 2019, respectively.

7. Contract Liabilities

Contract liabilities at August 31, 2020 and 2019 consist primarily of prepaid tuition and deposits for events and programs for the subsequent fiscal year.

8. Refundable Advances

The Organization was awarded a conditional grant from the Department of Health and Human Services for funding of their Community Action for Safe Teens (CAST) project. The grant covers a project period of September 20, 2018 through September 29, 2023, allowing for funding of up to \$125,000 annually, based on submission of allowable expenses. The amounts reported as refundable advances represent amounts received prior to incurring qualifying expenses.

9. Line of Credit

In July, 2020, the Organization opened a \$500,000 revolving line of credit with a bank, secured by all assets of the Organization, and payable upon demand. Borrowings under the line bear interest at the Wall Street Journal Prime Rate which is 3.25% at August 31, 2020. The agreement requires compliance with certain financial and non-financial covenants. At August 31, 2020, the Organization had no outstanding balance on the line of credit and did not draw on the line during fiscal year 2020.

10. Long-term Debt

Long-term debt as of August 31, 2020 and 2019 consisted of the following:

| | <u>2020</u> | <u>2019</u> |
|---|-------------|-------------------|
| Mortgage payable to a bank, due in monthly installments of \$3,431, including principal and interest at 4.30% for 5 years and adjusting every 5 years to the 5 Year Constant Maturity Treasury Rate plus 3.00%, maturing November 2028, and secured by real property. | \$ - | \$ 178,120 |
| Total | - | 178,120 |
| Less amount due within one year | - | (34,198) |
| Long-term debt, net of current portion | <u>\$ -</u> | <u>\$ 143,922</u> |

11. Endowment

Net assets associated with endowment funds are classified as without donor restrictions or with donor restrictions, based on the existence or absence of donor-imposed restrictions. The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA), as adopted by the State of New Hampshire, as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted contributions absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetual endowment (a) the original value of gifts donated, (b) the original value of subsequent

gifts, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

The Organization has adopted investment and spending policies for endowment assets that attempt to subject them to low investment risk and provide the Organization's programs with current income. In order to accomplish this objective, funds have been invested in two trusts held by The New Hampshire Charitable Foundation (the Foundation), reported as a beneficial interest on the Statement of Financial Position. The funds are neither in the possession of, nor under the control of, the Organization, and are managed by the Foundation in accordance with their investment and distribution policies. The terms of the trusts provide that the Organization is to receive an annual distribution from the trusts, the amount of which is at the discretion of the Foundation, but totals approximately 4.0% of the market value of the funds per year. The trusts are reported at fair value, which is estimated as the fair value of the underlying trust assets. As discussed in Note 2, because there are no observable market transactions for assets similar to the trust and because the trust cannot be redeemed, the valuation technique used by the Organization is a Level 3 fair value measure.

Net asset composition of endowment funds held by the Foundation and changes in endowment net assets for the year ended August 31, 2020 is as follows:

| | Without Donor <u>Restrictions</u> | With Donor <u>Restrictions</u> | <u>Total</u> |
|---|---|-----------------------------------|-------------------|
| Endowment net assets, beginning of year | \$ 178,131 | \$ 302,101 | \$ 480,232 |
| Contributions | 7,000 | - | 7,000 |
| Investment return, net | (3,389) | - | (3,389) |
| Appropriated for expenditure | <u>(2,719)</u> | <u>-</u> | <u>(2,719)</u> |
| Endowment net assets, end of year | <u>\$ 179,023</u> | <u>\$ 302,101</u> | <u>\$ 481,124</u> |

Net asset composition of endowment funds held by the Foundation and changes in endowment net assets for the year ended August 31, 2019 is as follows:

| | Without Donor <u>Restrictions</u> | With Donor <u>Restrictions</u> | <u>Total</u> |
|---|---|-----------------------------------|-------------------|
| Endowment net assets, beginning of year | \$ 162,072 | \$ 152,101 | \$ 314,173 |
| Contributions | 12,000 | 150,000 | 162,000 |
| Investment return, net | 6,775 | - | 6,775 |
| Appropriated for expenditure | <u>(2,716)</u> | <u>-</u> | <u>(2,716)</u> |
| Endowment net assets, end of year | <u>\$ 178,131</u> | <u>\$ 302,101</u> | <u>\$ 480,232</u> |

12. Net Assets With Donor Restrictions

Net assets with donor restrictions are comprised of the following at August 31, 2020 and 2019:

| | <u>2020</u> | <u>2019</u> |
|---|-------------------|-------------------|
| Subject to expenditure for specified purpose: | | |
| CAST - Leadership | \$ 24,805 | \$ 24,515 |
| CAST - Other | 479 | 479 |
| CAST - Resiliency | 106,516 | 56,964 |
| Make a Wish | 4,100 | 556 |
| Scholarships | 182,113 | 98,844 |
| Teen Club | 4,014 | 1,179 |
| Theater expenses | <u>27,464</u> | <u>22,596</u> |
| | 349,491 | 205,133 |
| Subject to the passage of time | 11,721 | 23,221 |
| Not available for appropriation: | | |
| Beneficial interest | <u>302,101</u> | <u>302,101</u> |
| Total | <u>\$ 663,313</u> | <u>\$ 530,455</u> |

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

13. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

14. Paycheck Protection Program

On April 17, 2020, the Organization received loan proceeds in the amount of \$217,000 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loan and accrued interest may be forgiven after eight or twenty-four weeks providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries

during the eight or twenty- four week period. Any unforgiven portion of the PPP loan is payable over two or five years at an interest rate of 1%, with deferral of payments for the first ten months. The Organization used the proceeds for purposes consistent with the PPP requirements. As of August 31, 2020, the Organization has recognized the entire amount of the PPP loan as contribution income and subsequent to year end the entire amount was forgiven.

15. Retirement Plan

The Organization participates in the defined contribution retirement plan of the Pension Trust of the Boys and Girls Clubs of America. The Organization's contributions to the plan totaled \$28,459 and \$25,621 for years ended August 31, 2020 and 2019, respectively. All employees meeting minimum age and years of service requirements are included in the plan. There is no past service liability.

16. Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties for many. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on the Organization's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those served, funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the Organization's financial condition or results of operations is uncertain.

17. Related Party Transactions

During the year ended August 31, 2020, construction of a sound room totaling \$8,000 was provided by a member of the Board of Directors.

18. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

19. Subsequent Events

Subsequent events have been evaluated through April 16, 2021, the date the financial statements were available to be issued.



BOYS & GIRLS CLUB
OF SOUHEGAN VALLEY

Boys & Girls Club of Souhegan Valley
Board of Directors
FY 2021/2022

| NAME | ADDRESS | EMAIL | PHONE |
|--|------------|------------|------------|
| Amato, Nancy, Vice President | [REDACTED] | [REDACTED] | [REDACTED] |
| Amato, Paul | [REDACTED] | [REDACTED] | [REDACTED] |
| Audibert, Robert | [REDACTED] | [REDACTED] | [REDACTED] |
| Ciardelli, Matthew | [REDACTED] | [REDACTED] | [REDACTED] |
| Comstock, Scott | [REDACTED] | [REDACTED] | [REDACTED] |
| Desmarais, Steven | [REDACTED] | [REDACTED] | [REDACTED] |
| Dionne, Michael | [REDACTED] | [REDACTED] | [REDACTED] |
| Dokmo, Cynthia | [REDACTED] | [REDACTED] | [REDACTED] |
| Goodwin, Michael* | [REDACTED] | [REDACTED] | [REDACTED] |
| Hammer, Audrey, | [REDACTED] | [REDACTED] | [REDACTED] |
| Hanlon, Dave | [REDACTED] | [REDACTED] | [REDACTED] |
| Heaton, Robert, | [REDACTED] | [REDACTED] | [REDACTED] |
| Kaveney, James | [REDACTED] | [REDACTED] | [REDACTED] |
| Parent-Nichols, Jennifer, Secretary | [REDACTED] | [REDACTED] | [REDACTED] |
| Leach, Helen, Immediate Past President | [REDACTED] | [REDACTED] | [REDACTED] |

| | | | |
|--------------------------------------|------------|------------|------------|
| Lowney, Richard | [REDACTED] | [REDACTED] | [REDACTED] |
| Mandragouras, George Treasurer | [REDACTED] | [REDACTED] | [REDACTED] |
| Martin, Joelle President | [REDACTED] | [REDACTED] | [REDACTED] |
| Roberts, Christopher | [REDACTED] | [REDACTED] | [REDACTED] |
| Troie, Ron | [REDACTED] | [REDACTED] | [REDACTED] |
| Webb, Brenner | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Boys & Girls Club of Souhegan Velley
P.O. Box 916 · 56 Mont Vernon Street · Milford · NH · 03055
603.672.1002 · www.svbgc.org

MONICA GALLANT

EXPERIENCE: Certified Prevention Specialist with expertise in community outreach; programming and management supervision; development of youth led prevention network; facilitation of community building and collaboration; utilization of Strategic Prevention Framework; logic model development; grant writing; utilization of Social Ecological Model in system collaboration and coalition development with focus on youth substance use prevention and mental health awareness; implementing capacity building with Leading by Convening Framework, program development and implementation, community capacity building in adverse childhood experiences and trauma informed care. Developer of Children's Resiliency Retreat program, a recovery support program for youth impacted by substance use disorder.

EDUCATION: Master of Prevention Science (In Progress) University of Oklahoma 2019 - 2023
Post Baccalaureate Special Education Certification, Granite State College 2017
Granite State College Bachelor of Arts in English Teacher Education 2015
CCAR Recovery Coaches Academy 2017
Community Anti-Drug Coalition Academy Graduate

PROFESSIONAL EXPERIENCE:

- Director of Prevention Services, Boys & Girls Club of Souhegan Valley (2017 – Present)
 - Responsibilities include implementing environmental prevention strategies for BGCSV; coordinating CAST Coalition activities including implementing coalition building utilizing the Leading by Convening Framework; overseeing Youth Led Prevention Network; Director of Children's Resiliency Retreat Program; overseeing delivery of social emotional learning curriculum.
- Director, Community Action for Safe Teens Coalition (2011 – Present)
 - Responsibilities include outreach to community stakeholders, programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning, grant writing, grant management, youth substance use prevention.
- Coordinator, Nashua Prevention Coalition, Nashua NH (2013-2017)
 - Responsibilities include programming, management/supervision, youth development, facilitating community building and collaboration, strategic planning, grant writing, with a focus on substance misuse awareness and prevention.
- Special Education Associate, Heron Pond Elementary School, Milford NH (2009 – 2016)
 - Responsibilities include working with students with developmental, behavioral and emotional disabilities. Provide support with reading, mathematics and basic life skills.
- Commercial Lines Manager, Bechard Insurance Agency (1981-1992)
 - Responsibilities include managing employees, servicing commercial accounts, developing policy and procedures.

VOLUNTEER WORK:

- First Church of Nashua: Christian Education teacher, Youth Group Advisor and Outreach Committee Secretary
- 4-H Group Leader

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary Amount Paid from this Contract |
|----------------|---------------------------------|---------------------------------------|
| Monica Gallant | Director of Prevention Services | none |
| | | |
| | | |
| | | |
| | | |
| | | |

DEC29'21 AM 8:35 RCVD

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Lori A. Shibleyette
Commissioner

Katja S. Fox
Director

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

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

December 8, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into grant agreements with the Contractors listed below in an amount not to exceed \$20,000 for the provision of community-based programs that are designed for youth to develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Drug Forfeiture Funds).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|--|-------------|---------------|-----------------|
| Boys & Girls Club of Souhegan Valley, Inc. | 157080 | Milford | \$5,000 |
| United Way of Greater Nashua | 160062 | Nashua | \$5,000 |
| The Upper Room, A Family Resource Center | 174210 | Derry | \$5,000 |
| Cheshire Medical Center | 155405 | Keene | \$5,000 |
| | | Total: | \$20,000 |

Funds are available in the following account for State Fiscal Year 2022, 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.

05-95-92-920510-33850000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, DRUG FORFEITURE FUNDS

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|---------------------------|--------------|-----------------|
| 2022 | 102-500731 | Contracts for Program Svs | 92057312 | \$20,000 |
| | | | Total | \$20,000 |

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

EXPLANATION

The purpose of this request is develop youth-driven Tobacco Use Prevention programs that focus on activities that prevent youth from using tobacco products to improve quality of long-term life for the participants and to reduce lifetime health care expenses. The Contractors will develop and implement the Use Prevention programs ensuring Tobacco Use Prevention activities are led by youth and mentored by an adult. The programs will target youth from 10 to 20 years of age to provide information to reduce the number of youth under twenty-one (21) years of age that begin using tobacco products.

Approximately 3500 individuals will be served during State Fiscal Year 2022.

The Centers for Disease Control and Prevention (CDC) conducts a national survey called the Youth Risk Behavior Survey (YRBS) every two (2) years among representative samples of 9th through 12th grade students. According to the YRBS, 30-day tobacco use among youth declined from 12% in 2012 to 5.5% in 2019; however, many youth continue to use tobacco products, especially electronic nicotine devices such as vape products. The rates of use of all forms of tobacco use among New Hampshire youth is higher than national rates. 5.5% of New Hampshire youth reported smoking in the past 30 days compared to 4.6% of youth nationally, and 33.8% of New Hampshire youth respondents reported using e-cigarettes in the past 30 days compared to 4.6% nationally. The health care cost statewide due to tobacco use among individuals is estimated at \$729 million each year.

The Department will monitor services by tracking the following:

- The number of youth participating in the development and implementation of an activity.
- The number of youth participating in the implementation of the activity.
- The number of adult mentors participating in all efforts.

The Department selected the Contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from June 23, 2021 through October 1, 2021. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit C, Revisions to Standard Grant Agreement Provisions, Section 1, Revisions to Grant Agreement, General Provisions, Subsection 1.1 of the attached agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, programs to prevent youth from using tobacco products may not be developed, and youth may not have access to supports and information to assist them to make healthy choices when they are considering using tobacco products.

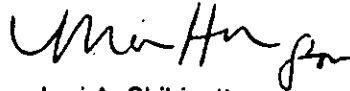
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Areas served: Statewide

Source of Funds: 100% Other Funds (Drug Forfeiture Funds).

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # **RG-2022-BDAS-04-TOBAC**
Project Title **Tobacco Use Prevention Programs for Youth**

| | Maximum Points Available | The Boys and Girls Club | The Upper Room | United Way of Greater Nashua | Cheshire Medical Center |
|---------------------|--------------------------|-------------------------|----------------|------------------------------|-------------------------|
| Technical | | | | | |
| Need (Q1) | 35 | 33 | 33 | 30 | 34 |
| Plan (Q2) | 45 | 30 | 37 | 40 | 44 |
| Budget (Q3) | 20 | 12 | 5 | 19 | 18 |
| TOTAL POINTS | 100 | 78 | 75 | 89 | 96 |

Reviewer Name

1. **JJ Burke**

2. **Ann Crawford**

3. **Susan Morrison**

Title

Prevention Services Unit Administrator

Regional Coordinator

Program Specialist IV

Subject: Tobacco Use Prevention Programs for Youth (RGA-2022-BDAS-04-TOBAC-01)**GRANT AGREEMENT**

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

GENERAL PROVISIONS**1. Identification and Definitions.**

| | | | |
|--|--|---|---|
| 1.1. State Agency Name New Hampshire Department of Health & Human Services | | 1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3. Grantee Name BOYS & GIRLS CLUB OF SOUHEGAN VALLEY, INC | | 1.4. Grantee Address 56 Mont Vernon Street PO Box 916, Milford, NH, 03055, USA | |
| 1.5. Grantee Phone Number 603-672-1002 | 1.6. Account Number 05-95-92-920510- 33850000 | 1.7. Completion Date June 30, 2022 | 1.8. Grant Limitation \$5,000 |
| 1.9. Grant Officer for State Agency Nathan D. White, Director | | 1.10. State Agency Telephone Number (603) 271-9631 | |
| 1.11. Grantee Signature DocuSigned by: <i>Michael Goodwin</i> 12/6/2021 | | 1.12. Name & Title of Grantee Signor Michael Goodwin CEO | |
| 1.14. State Agency Signature(s) DocuSigned by: <i>Katja S. Fox</i> 12/6/2021 | | 1.15. Name & Title of State Agency Signor(s) Katja S. Fox Director | |
| 1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) DocuSigned by: <i>J. Christopher Marshall</i> 12/6/2021 By: Assistant Attorney General, On: 12/6/2021 | | | |
| 1.17. Approval by Governor and Council (if applicable) By: On: / / | | | |

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA: RETENTION OF DATA: ACCESS.**
- 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
- 11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DS
 Grantee Initials MG
 Date 12/6/2021

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

Scope of Services

1. Statement of Work

- 1.1. The Grantee shall develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco and vaping products in the Souhegan Valley region, which includes Amherst, Brookline, Hollis, Lyndeborough, Mason, Milford, Mont Vernon, and Wilton.
- 1.2. The Grantee shall implement a tobacco use prevention program ensuring tobacco use prevention activities are led by youth, and mentored by an adult, targeting youth from ten (10) to twenty (20) years of age in order to affect the number of youth under the age of twenty-one (21) years that begin using tobacco products.
- 1.3. The Grantee shall ensure the implemented tobacco use prevention program is supported and encouraged by other adults within the community, even when support is not available within the home.
- 1.4. The Grantee shall work with the youth-led tobacco use prevention program in a manner that can lead to important environmental and social norm changes.
- 1.5. The Grantee shall assist the Community Action for Safe Teens (CAST) Drug Free Communities Coalition and the Youth Empowerment and Service (YES) Team to ensure the organizations have access to support and tools to speak with retailers regarding:
 - 1.5.1. The harm of advertising tobacco and vaping products to youth; and
 - 1.5.2. The importance of requesting proof of age from any individual purchasing tobacco or vaping products, as required by NH Revised Statutes Annotated (RSA) 126-K:3, to confirm the individual purchasing tobacco products is at least 21 years of age.
- 1.6. The Grantee shall assist the YES Team with outreach and intervention techniques in a manner that assists youth in speaking with other youth regarding the harms of using tobacco products.
- 1.7. The Grantee shall ensure the YES Team includes activities to promote program participation for other youth and young adults.
- 1.8. The Grantee shall develop and implement a tobacco use prevention program, as approved by the Department, that include youth-led anti-tobacco activities including, but not limited to:
 - 1.8.1. Conducting an environmental scan of marketing activities for tobacco and vape products in Souhegan Valley.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 1.8.2. Creating a presentation about marketing strategies used by tobacco and vape companies, and delivering the presentation to groups of teens and other interested parties.
- 1.8.3. Completing the research-based E-cigarette prevention program called Catch My Breath, and presenting it to youth groups and school health classes.
- 1.8.4. Printing resource materials for quitting apps, hotlines, and websites.
- 1.8.5. Printing posters for schools, health care facilities, churches, stores.
- 1.8.6. Purchase and provide vape disposal containers to schools.
- 1.8.7. Providing retail establishments with "Merchants Need to Know" tip sheets from NH Liquor Enforcement.
- 1.8.8. Conducting a survey of retail establishments to determine if their employees have completed the Retail Tobacco Only training program.

2. Exhibits Incorporated

- 2.1. The Grantee shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.2.

3. Reporting Requirements

- 3.1. The Grantee shall submit quarterly reports to the Department that include, but are not limited to:
 - 3.1.1. Number and type of activities implemented in the last quarter.
 - 3.1.2. Number of individuals participating by activity, including aggregate demographic information to include: age, sexual identify, race, and ethnicity.
 - 3.1.3. Outcome of activities including but not limited to successes, including testimonials or other feedback and challenges.

4. Performance Measures

- 4.1. The Department will monitor Grantee performance by:
 - 4.1.1. The number of youth participating in the development and implementation of an activity.
 - 4.1.2. The number of youth participating in the implementation of the activity.
 - 4.1.3. The number of adult mentors participating in all efforts.
- 4.2. The number of peers recruited and retained to help raise awareness of tobacco prevention and cessation resources.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 4.3. The Grantee shall actively and regularly collaborate with the Department to enhance contract management.
- 4.4. The Grantee may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data, in a format specified by the Department

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

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

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

6.1. The Grantee shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Agreement, and all income received or collected by the Grantee.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Grantee 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 Grantee.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth**



EXHIBIT B

Payment Terms

1. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. The Grantee agrees that funding under this Grant Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
2. This Agreement is funded by 100% Other funds (Governor Commission funds).
3. The Grantee shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
4. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with Exhibit B-1, Budget.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Jill Burke
 Program Manager
 Department of Health and Human Services
 105 Pleasant Street
 Concord, NH 03301

6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee 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.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth**



EXHIBIT B

-
- 10.1. The Grantee is required to submit an annual audit to the Department if any of the following conditions exist:
 - 10.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 10.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 10.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 10.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 10.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
 - 10.4. In addition to, and not in any way in limitation of obligations of the Grant Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Grant Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Budget Section ID: 0121760001-01-000-0076-000000

Exhibit B-1 Budget

| New Hampshire Department of Health and Human Services | | | | | | | | | | |
|---|--------------------|----------|-----------------|---------------------------|----------|-------|-------------------------------|----------|-------|-------|
| Concession Name: BOYS & GIRLS CLUB OF SOLEDAD VALLEY, INC | | | | | | | | | | |
| Project Title: Tobacco Use Prevention Program for Youth | | | | | | | | | | |
| Budget Period: SFY 2007 | | | | | | | | | | |
| Line Item | TOTAL Program Cost | | | Contributor Share / Match | | | Funded by UNHSHH General Fund | | | Total |
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total | |
| 1. Travel (airfare) | | | | | | | | | | |
| 2. Employee Benefits | | | | | | | | | | |
| 3. Office Space | | | | | | | | | | |
| 4. Equipment | | | | | | | | | | |
| 5. Rental | | | | | | | | | | |
| 6. Repair and Maintenance | | | | | | | | | | |
| 7. Purchased Computer | | | | | | | | | | |
| 8. Supplies | | | | | | | | | | |
| Accountant | 1,400.00 | | 1,400.00 | | | | | | | |
| Gas | | | | | | | | | | |
| Photocopy | | | | | | | | | | |
| Medical | | | | | | | | | | |
| Office | 1,229.00 | | 1,229.00 | | | | | | | |
| 9. Travel | | | | | | | | | | |
| 10. Contingency | | | | | | | | | | |
| 11. Current Expenses | | | | | | | | | | |
| Telephone | | | | | | | | | | |
| Printing | | | | | | | | | | |
| Advertising | | | | | | | | | | |
| Auto and Fuel | | | | | | | | | | |
| Insurance | | | | | | | | | | |
| Miscellaneous | | | | | | | | | | |
| 12. Capital Expenses | | | | | | | | | | |
| 13. Marketing/Communications | | | | | | | | | | |
| 14. Staff Education and Training | | | | | | | | | | |
| 15. Subcontractor Agreements | | | | | | | | | | |
| 16. Other (Assignment Awards) | 628.00 | | 628.00 | | | | | | | |
| TOTAL | 3,257.00 | | 3,257.00 | | | | | | | |

Created by: ALG
 Date: 12/11/2006

New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth



EXHIBIT C

REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

1.1. Paragraph 4, Effective Date/Completion of Services, is amended by adding Subparagraph 4.3 as follows:

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

1.2. Paragraph 11 is amended by adding Subparagraph 11.2, Section 11.2.5 to read as follows:

11.2.5. To the extent that it is determined that any eligibility awards have been improperly determined on criteria that is not an allowable cost under the Drug Forfeiture Funds, recoup the amount of the ineligible assistance provided.

1.3. Paragraph 15, Assignment and Subcontracts, is amended by adding Subparagraph 15.1 as follows:

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

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

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.).

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

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 D

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

New Hampshire Department of Health and Human Services

Exhibit D

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

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

This Amendment to the Tobacco Use Prevention Programs for Youth Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and United Way of Greater Nashua ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 12, 2022, (Item # 15), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20 and Exhibit C, Revisions to Standard Grant Agreement Provisions, Paragraph 1, Revisions to Grant Agreement, General Provisions, Subparagraph 1.1., the Grant Agreement 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 Grant Agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:
\$10,000.
3. Modify Exhibit B, Payment Terms, Paragraph 3, to read:
 3. The Grantee shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Grantee shall:
 - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
4. Modify Exhibit B, Payment Terms, Paragraph 4, to read:
 4. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with Exhibit B-1, Budget through Exhibit B-2, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/9/2022

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

United Way of Greater Nashua

6/9/2022

Date

DocuSigned by:

Michael Apfelberg

Name: Michael Apfelberg

Title: president

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2022

Date

DocuSigned by:
Robyn Guarino
748734844044460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: United Way of Greater Nashua

Project Title: Tobacco Use Prevention Programs for Youth

Budget Period: SFY 2023

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|----------------------------------|--------------------|-------------|--------------------|--------------------------|-------------|-------------|-------------------------------|-------------|--------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| 2. Employee Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Food for Trainings) | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 |

Indirect As A Percent of Direct 0.0%

State of New Hampshire

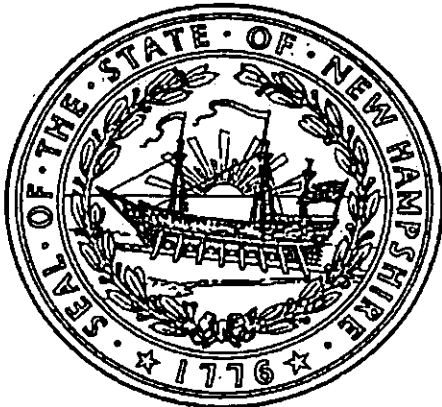
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNITED WAY OF GREATER NASHUA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 17, 1930. 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: 65652

Certificate Number: 0005447106



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of September A.D. 2021.

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

William M. Gardner
Secretary of State

QuickStart x +

quickstart.los.nh.gov/online/OneClickReport

SPENT Zoom MobileCause Sleepout OvertheEdge Pandora HRH Upload TSheets - login credit card tracking... Calendly - Mize Ap... UnitedWay Sign out allwork - Allwork Sy... SEU DollarDays bagsinbulk amazon - Google S...

NEW HAMPSHIRE DEPARTMENT OF STATE **SECRETARY OF STATE David M. Scanlan**

One Click

Search Business → Business Information → Payment → Done

Business Search

Starts With Contains Exact Match All Words

Search Business Name: Or Business ID:

| Business ID | Business Name | HomeState Name | Previous Name | Business Type | Status | Select |
|-------------|------------------------------|----------------|--|--------------------------------|---------------|----------------------------------|
| 65652 | United Way of Greater Nashua | | UNITED FUND OF GREATER NASHUA AND HUDSON, NH, INC. | Domestic Nonprofit Corporation | Good Standing | <input checked="" type="radio"/> |
| 65652 | United Way of Greater Nashua | | COMMUNITY CHEST OF NASHUA | Domestic Nonprofit Corporation | Good Standing | <input type="radio"/> |
| 65652 | United Way of Greater Nashua | | THE UNITED WAY OF GREATER NASHUA, INC. | Domestic Nonprofit Corporation | Good Standing | <input type="radio"/> |

Page 1 of 1, records 1 to 4 of 4

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- Contact Us
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Type here to search

1:09 PM 6/8/2022



NEW HAMPSHIRE DEPARTMENT OF STATE

SECRETARY OF STATE
David M. Scanlan

Search Business Names

Back to Home

Search Results

| Business Name | Business ID | Homestate Name | Previous Name | Business Type | Principal Office Address | Registered Agent Name | Status |
|------------------------------|-------------|----------------|--|--------------------------------|-------------------------------------|-----------------------|---------------|
| United Way of Greater Nashua | 65652 | | COMMUNITY CHEST OF NASHUA | Domestic Nonprofit Corporation | 20 BROAD ST, NASHUA, NH, 03064, USA | N/A | Good Standing |
| United Way of Greater Nashua | 65652 | | THE UNITED WAY OF GREATER NASHUA, INC. | Domestic Nonprofit Corporation | 20 BROAD ST, NASHUA, NH, 03064, USA | N/A | Good Standing |
| United Way of Greater Nashua | 65652 | | UNITED FUND OF GREATER NASHUA AND HUDSON, NH, INC. | Domestic Nonprofit Corporation | 20 BROAD ST, NASHUA, NH, 03064, USA | N/A | Good Standing |

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Back



**NEW HAMPSHIRE
DEPARTMENT OF STATE**

**SECRETARY OF STATE
David M. Scanlan**

Filing History

[Back to Home](#)

| | |
|------------------------------|--------------------|
| Business Name | Business ID |
| United Way of Greater Nashua | 65652 |

| Filing# | Filing Date | Effective Date | Filing Type | Annual Report Year |
|------------|-------------|----------------|------------------------------|--------------------|
| 0005068453 | 01/05/2021 | 01/05/2021 | Change of Officer/Director | N/A |
| 0005068460 | 01/05/2021 | 01/05/2021 | Nonprofit Report | 2020 |
| 0004776703 | 01/16/2020 | 01/16/2020 | Annual Report Reminder | N/A |
| 0003247735 | 02/24/2016 | 02/24/2016 | Reinstatement | N/A |
| 0003201725 | 01/01/2016 | 01/01/2016 | Admin Dissolution/Suspension | N/A |
| 0000763197 | 11/10/2010 | 11/10/2010 | Annual Report | 2010 |
| 0000763196 | 10/08/2010 | 10/08/2010 | Reminder Letter | N/A |
| 0000763195 | 08/17/2010 | 08/17/2010 | Amendment | N/A |
| 0000763194 | 08/17/2010 | 08/17/2010 | Change of Officer/Director | N/A |
| 0000763193 | 10/24/2005 | 10/24/2005 | Annual Report | 2005 |
| 0000763192 | 03/03/2000 | 03/03/2000 | Annual Report | 2000 |
| 0000763191 | 03/03/2000 | 03/03/2000 | Annual Report | N/A |
| 0000763190 | 11/15/1995 | 11/15/1995 | Annual Report | 1995 |
| 0000763189 | 12/17/1990 | 12/17/1990 | Annual Report | 1990 |
| 0000763188 | 02/25/1976 | 02/25/1976 | Annual Report | N/A |
| 0000763187 | 02/04/1976 | 02/04/1976 | Amendment | N/A |
| 0000763186 | 02/28/1967 | 02/28/1967 | Amendment | N/A |
| 0000763185 | 07/03/1956 | 07/03/1956 | Annual Report | N/A |
| 0000763184 | 09/17/1930 | 09/17/1930 | Business Formation | N/A |

CERTIFICATE OF AUTHORITY

I, Dan Munroe, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of United Way of Greater Nashua.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 8, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

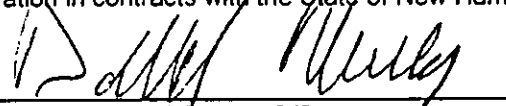
VOTED: That Michael Apfelberg (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of United Way of Greater Nashua to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: June 8, 2022



Signature of Elected Officer

Name: Daniel Munroe

Title: Governance Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2022

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

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

| PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St. Nashua NH 03064 | CONTACT NAME: Debbie Rioux PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: drioux@eatonberube.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|-------|--|-------|------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| INSURED United Way of Greater Nashua Inc 20 Broad Street Nashua NH 03064 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : AmTrust North America, Inc.</td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER B : Philadelphia Insurance Company</td> <td style="text-align: center;">23850</td> </tr> <tr> <td>INSURER C : Concord General Mutual</td> <td style="text-align: center;">20672</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : AmTrust North America, Inc. | 42376 | INSURER B : Philadelphia Insurance Company | 23850 | INSURER C : Concord General Mutual | 20672 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : AmTrust North America, Inc. | 42376 | | | | | | | | | | | | | | |
| INSURER B : Philadelphia Insurance Company | 23850 | | | | | | | | | | | | | | |
| INSURER C : Concord General Mutual | 20672 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1263177374

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------|------|---------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | PHPK2292463 | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20036064 | 6/2/2022 | 6/2/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB773976 | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | SWC1355565 | 10/1/2021 | 10/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured applies to General Liability when required by Contract per Philadelphia Insurance form PI-GLD-HS (10/11)

CERTIFICATE HOLDER**CANCELLATION**

State of NH
 Department of Health and Human Services
 129 Pleasant Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

**United Way
Of Greater Nashua**

**20 Broad Street
Nashua, NH 03064
Tel 603-882-4011
Fax 603-882-5406**

www.UnitedWayNashua.org

*Serving Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough,
Merrimack, Milford, Mont Vernon, Nashua, and Wilton*

Spring/Summer 2022
*Fighting for the health, education, and financial
stability of every person in every community!*



United Way of Greater Nashua

Mission

United Way fights for the health,
education, and financial stability of
every person in every community.

2022 Boards of Directors & Advisors

Governance Board

- Bob Mack – Past Chair
- Mike Reid – Chair, Advisory Council
- Dan Munroe, Treasurer
- Paula Moran, Secretary & RD Chair
- Bob S. Larmouth, At-Large
- Peter Chaloner, Finance Chair
- Rolf Goodwin, At-Large
- Jay Dinkel, Comm. Investment
- Amir Toosi, At-Large
- Jay Minkarah, Comm. Assessment

Community Advisory Council

- Heather Tebbetts – Liberty Util.
- Lucille Jordan – Nashua CC
- Jim Donchess – Mayor, Nashua
- Deb Howes – NTU / AFL-CIO
- John Jurczyk – St. Joseph Hospital
- Joseph Leahy – SNHH E.D.
- Doug Howard – Front Door Agency
- Matt Burdette – Nashua Telegraph
- Cynthia Whitaker – GNMH
- Galen Williams – USAF Retired
- Wendy Hunt – GN Chamber
- Padmaja Kunapareddy – Upland Sftwr.
- Rev..Kristy Besada – Main St. UMC

Staff

- Mike Apfelberg, President
- Liz Fitzgerald, Dir. Comm. Impact
- Sara Ceaser, Dir. Vol. Engagement
- Samantha Cassista, Dir. Corp. Part.

2021 Annual Corporate Sponsors

All Clean Cleaners – BAE Systems -- Enterprise Bank – Etchstone Properties, Inc.
Morin’s Landscaping -- Nashua Community College – Nashua Telegraph
White Mountain IT Services -- Southern New Hampshire Health

UNITED WAY OF GREATER NASHUA, INC.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2021
INDEPENDENT AUDITORS' REPORT



265 Washington Street, PO Box 623
Keene, NH 03431
Phone: 603.352.4500
Fax: 603.352.8558
www.osterwheeler.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
United Way of Greater Nashua, Inc.:

We have audited the accompanying financial statements of United Way of Greater Nashua, Inc. (a not-for-profit New Hampshire corporation) which are comprised of the statement of financial position as of September 30, 2021 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 auditors consider 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 United Way of Greater Nashua, Inc. as of September 30, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited United Way of Greater Nashua, Inc.'s September 30, 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 25, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Oster & Wheeler, P.C.

Keene, New Hampshire
January 19, 2022

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2021
(WITH COMPARATIVE TOTALS AS OF SEPTEMBER 30, 2020)

| <u>ASSETS</u> | <u>2021</u> | <u>2020</u> |
|--|---------------------|---------------------|
| CURRENT ASSETS: | | |
| Cash | \$ 492,515 | \$ 511,116 |
| Accounts receivable | 9,333 | 40,233 |
| Pledges receivable, net | 53,362 | 56,427 |
| Grant receivable | 182,920 | - |
| Prepaid expenses | <u>13,892</u> | <u>44,703</u> |
| Total current assets | <u>752,022</u> | <u>652,479</u> |
| OTHER ASSETS: | | |
| Restricted cash | 537,412 | 537,791 |
| Beneficial interest - NHCF | 238,037 | 192,013 |
| Property and equipment, net | <u>331,941</u> | <u>352,671</u> |
| Total other assets | <u>1,107,390</u> | <u>1,082,475</u> |
| Total assets | <u>\$ 1,859,412</u> | <u>\$ 1,734,954</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| CURRENT LIABILITIES: | | |
| Current portion of long-term debt | \$ 5,336 | \$ 5,159 |
| Accounts payable | 112,001 | 41,693 |
| Community impact grants payable | 93,000 | 93,001 |
| Designations payable | 17,233 | 29,107 |
| Funds held for others | 3,234 | 4,474 |
| Security deposits and accrued expenses | 47,052 | 44,578 |
| Refundable advances | - | 69,166 |
| Total current liabilities | <u>277,856</u> | <u>287,178</u> |
| LONG-TERM DEBT, net of current portion | <u>182,934</u> | <u>188,107</u> |
| Total liabilities | <u>460,790</u> | <u>475,285</u> |
| NET ASSETS: | | |
| Without donor restrictions: | | |
| Board designated | 83,076 | 57,844 |
| Undesignated | <u>448,657</u> | <u>557,791</u> |
| | 531,733 | 615,635 |
| With donor restrictions | <u>866,889</u> | <u>644,034</u> |
| Total net assets | <u>1,398,622</u> | <u>1,259,669</u> |
| Total liabilities and net assets | <u>\$ 1,859,412</u> | <u>\$ 1,734,954</u> |

The accompanying notes to financial statements are an integral part of these statements.

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2020)

| | 2021 | | 2020 | |
|---|------------------------------|---------------------------|--------------|--------------|
| | Without Donor Restriction | With Donor Restriction | Totals | Totals |
| REVENUE AND SUPPORT: | | | | |
| Campaign | \$ 476,364 | \$ 60,717 | \$ 537,081 | \$ 519,456 |
| Less: provision for uncollectible pledges | (20,240) | - | (20,240) | (24,469) |
| Net campaign | 456,124 | 60,717 | 516,841 | 494,987 |
| COVID-19 fund | 141,071 | - | 141,071 | 378,605 |
| Total campaign revenue | 597,195 | 60,717 | 657,912 | 873,592 |
| Grant income: | | | | |
| Federal Drug Free Community | - | 101,898 | 101,898 | 114,651 |
| Economic relief grants | - | - | - | 274,084 |
| Preschool development grant | - | 453,513 | 453,513 | 122,250 |
| Early Childhood Initiative | - | 6,035 | 6,035 | - |
| EL GEER grant | - | 70,953 | 70,953 | - |
| ELL Cares grant | 146,524 | - | 146,524 | - |
| Other | 4,348 | - | 4,348 | 46,771 |
| Special events: | | | | |
| Over the Edge | 69,340 | 91,301 | 160,641 | 21,132 |
| Sleepout | 3,494 | - | 3,494 | 59,244 |
| Blizzard Blast | 27,115 | 2,040 | 29,155 | 49,110 |
| Skydive United | 38,275 | - | 38,275 | 32,490 |
| Cornhole tournament | 4,369 | - | 4,369 | - |
| Other | 3,821 | - | 3,821 | 67,102 |
| Corporate sponsorships | 73,813 | - | 73,813 | 65,125 |
| Community services | 4,722 | 31,502 | 36,224 | 53,310 |
| Gifts in kind | 191,731 | - | 191,731 | 23,240 |
| Gain on beneficial interest | - | 47,345 | 47,345 | 5,622 |
| Investment income | 9,749 | - | 9,749 | 7,521 |
| Rental income | 61,400 | - | 61,400 | 62,850 |
| Other income | 65,365 | - | 65,365 | 9,843 |
| Fiscal agent revenue and support | - | 463,473 | 463,473 | 416,723 |
| Net assets released from restriction | 1,105,922 | (1,105,922) | - | - |
| Total revenue and support | 2,407,183 | 222,855 | 2,630,038 | 2,304,660 |
| EXPENSES: | | | | |
| Program services | 2,142,603 | - | 2,142,603 | 1,404,973 |
| Management and general | 202,411 | - | 202,411 | 151,744 |
| Fundraising | 146,071 | - | 146,071 | 106,234 |
| Total expenses | 2,491,085 | - | 2,491,085 | 1,662,951 |
| CHANGES IN NET ASSETS | (83,902) | 222,855 | 138,953 | 641,709 |
| NET ASSETS - beginning of period | 615,635 | 644,034 | 1,259,669 | 617,960 |
| NET ASSETS - end of period | \$ 531,733 | \$ 866,889 | \$ 1,398,622 | \$ 1,259,669 |

The accompanying notes to financial statements are an integral part of these statements.

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2021
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2020)

| | 2021 | | | 2020 | |
|---------------------------------------|---------------------|---------------------------|-------------------|---------------------|---------------------|
| | Program Services | Management and General | Fundraising | Totals | Totals |
| Designations for other organizations: | \$ 60,717 | \$ - | \$ - | \$ 60,717 | \$ 34,812 |
| Community impact grants | 372,002 | - | - | 372,002 | 369,504 |
| Community services: | | | | | |
| Blizzard Blast | 39,180 | - | - | 39,180 | 45,655 |
| Over the Edge | 126,663 | - | - | 126,663 | 20,036 |
| Day of Caring | 8,822 | - | - | 8,822 | 5,007 |
| Sleepout | 366 | - | - | 366 | 108 |
| Federal Drug Free Community | 101,898 | - | - | 101,898 | 114,651 |
| Early Childhood Initiative | 1,326 | - | - | 1,326 | 55,471 |
| One Greater Nashua | 5,168 | - | - | 5,168 | 3,544 |
| Fiscal agencies | 403,790 | - | - | 403,790 | 290,960 |
| Santa Fund | 31,502 | - | - | 31,502 | 28,453 |
| Skydive United | 4,274 | - | - | 4,274 | 1,785 |
| COVID-19 expenditures and grants | 40,755 | - | - | 40,755 | 148,875 |
| Preschool Development | 332,001 | - | - | 332,001 | - |
| ELL Cares | 146,524 | - | - | 146,524 | - |
| EL GEER | 70,953 | - | - | 70,953 | - |
| Other | 28,355 | - | - | 28,355 | 13,069 |
| Salaries and wages | 172,595 | 57,532 | 57,531 | 287,658 | 264,614 |
| Gifts in kind | 95,866 | 57,519 | 38,346 | 191,731 | 19,180 |
| Professional services | 57,814 | 34,688 | 23,126 | 115,628 | 119,791 |
| Dues | 11,762 | 2,205 | 736 | 14,703 | 18,629 |
| Supplies and expenses | 7,339 | 7,339 | 14,676 | 29,354 | 26,083 |
| Insurance | 3,133 | 4,475 | 1,342 | 8,950 | 9,001 |
| Occupancy | 10,676 | 25,623 | 6,406 | 42,705 | 42,933 |
| Depreciation | 7,256 | 10,365 | 3,109 | 20,730 | 20,369 |
| Bank fees | 1,866 | 2,665 | 799 | 5,330 | 10,421 |
| Total expenses | \$ 2,142,603 | \$ 202,411 | \$ 146,071 | \$ 2,491,085 | \$ 1,662,951 |

UNITED WAY OF GREATER NASHUA, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2021
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2020)

| | <u>2021</u> | <u>2020</u> |
|---|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Change in net assets | \$ 138,953 | \$ 641,709 |
| Adjustments to reconcile change in net assets to net cash flows from operating activities | | |
| Depreciation | 20,730 | 20,369 |
| Change in beneficial interest | (46,024) | (4,325) |
| Provision for uncollectible pledges | 20,240 | 24,469 |
| Decrease (increase) in: | | |
| Pledges receivable | (17,175) | (9,876) |
| Accounts receivable | 30,900 | (35,383) |
| Grant receivable | (182,920) | 21,888 |
| Prepaid expenses | 30,811 | (27,442) |
| Increase (decrease) in: | | |
| Accounts payable | 70,308 | (3,203) |
| Community impact grants payable | (1) | (3,224) |
| Designations payable | (11,874) | (12,864) |
| Funds held for others | (1,240) | 200 |
| Security deposits and accrued expenses | 2,474 | 26,377 |
| Refundable advances | <u>(69,166)</u> | <u>69,166</u> |
| Net cash flows from operating activities | <u>(13,984)</u> | <u>707,861</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Purchase of property and equipment | <u>-</u> | <u>(5,533)</u> |
| Net cash flows from investing activities | <u>-</u> | <u>(5,533)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Payment on principal of long-term debt | <u>(4,996)</u> | <u>(4,635)</u> |
| Net cash flows from financing activities | <u>(4,996)</u> | <u>(4,635)</u> |
| CHANGE IN CASH AND RESTRICTED CASH | (18,980) | 697,693 |
| CASH AND RESTRICTED CASH - beginning of year | <u>1,048,907</u> | <u>351,214</u> |
| CASH AND RESTRICTED CASH - end of year | \$ <u>1,029,927</u> | \$ <u>1,048,907</u> |
| RECONCILIATION OF CASH AND RESTRICTED CASH: | | |
| Cash | \$ 492,515 | \$ 511,116 |
| Restricted cash | <u>537,412</u> | <u>537,791</u> |
| Total cash and restricted cash shown in the statement of cash flows | \$ <u>1,029,927</u> | \$ <u>1,048,907</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | \$ <u>9,169</u> | \$ <u>9,530</u> |
| In-kind donations received | \$ <u>191,731</u> | \$ <u>23,240</u> |

The accompanying notes to financial statements are an integral part of these statements.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

1. Organization:

United Way of Greater Nashua, Inc. (the Organization) is a New Hampshire nonprofit organization managed through the efforts of both a professional and volunteer staff to provide financial support to local human services programs. The Organization relies on the financial support of the local population in order to meet its financial distributions to local member agencies. The Organization benefits from the efforts of over 800 volunteers that donate approximately 5,000 hours annually to the Organization, allowing them to provide important programs to the community. As per the terms of the respective agreements, some additional activities are performed by the Organization on behalf of other agencies.

2. Summary of significant accounting policies:

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for contributions and financial statement presentation - The Organization follows *Accounting for Contributions Received and Contributions Made and Financial Statements of Not-for-Profit Organizations as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC)*. Under these guidelines, the Organization is required to distinguish between contributions that increase net assets without donor restrictions and net assets with donor restrictions. It also requires recognition of contributions, including contributed services meeting certain criteria, at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses and a Statement of Cash Flows.

Basis of accounting - The Organization presents its financial statements in accordance with *Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958 Not-For-Profit Entities*. The accompanying financial statements have been prepared on the accrual basis of accounting. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Non-cash contributions are recorded at fair market value on the date of donation. Income earned on net assets, including net realized appreciation on investments, is reflected as a change in net assets without donor restrictions or net assets with donor restrictions in accordance with donor stipulations.

Amounts related to the Organization's financial position and activities are reported in two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are available for use in general operations and not subject to donor or certain grantor restrictions.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions. Donor-imposed restrictions are released when a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished. When a donor restriction expires the net assets are reclassified as net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a board-approved spending policy. Restricted contributions that are received and utilized in accordance with donor stipulations in the same year are reported as contributions without donor restrictions. The Organization follows a similar policy for investment return on these funds.

Cash and cash equivalents - For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of six months or less to be cash equivalents.

Restricted cash – Amounts included in restricted cash represent funds held by the United Way of Greater Nashua in their capacity as the fiscal agent for several small not for profit organizations (Note 12). These restrictions will lapse when the organizations appropriate the funds for expenditure. Also included in restricted cash are security deposits for various tenants (Note 14), cash restricted for the preschool development and federal drug free community grants, and board designated funds (Note 12).

Restricted cash balances as of September 30, 2021 and 2020 were comprised of the following:

| | <u>2021</u> | <u>2020</u> |
|-----------------------------------|-------------------|-------------------|
| Fiscal agencies | \$ 353,088 | \$ 307,808 |
| Early childhood initiative | 5,019 | 310 |
| One Greater Nashua | 20,122 | 20,690 |
| Preschool development grant | 68,761 | 122,250 |
| Federal Drug Free Community grant | - | 19,265 |
| Board designated funds | 83,077 | 57,844 |
| Other | <u>7,345</u> | <u>9,624</u> |
| Total | \$ <u>537,412</u> | \$ <u>537,791</u> |

Allowance for doubtful accounts - The Organization utilizes the allowance method to provide for uncollectible pledges. The adequacy of the allowance for doubtful accounts for pledges receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for uncollectible pledges (bad debt expense). Management estimates the allowance based on experience with prior year campaign collections.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Property and equipment - Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. No depreciation is charged on land owned.

Conditions which might impact the fair market value of the assets are reviewed from time to time to assess the need to record any impairment to the value of the assets. No impairment allowance has been recognized during the current or prior year.

Functional expenses - The costs of providing the various program and supporting services 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. Expenses are charged to programs and supporting services on the basis of periodic expense reviews and management estimates. Expenses directly attributable to a specific functional area of the Organization are reported as expenses of those functional areas. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Donated assets – Donated marketable securities and other non-cash donations are recorded as contributions at their estimated fair values at the date of donation.

Donated materials – Donated materials greater than \$500 are recorded as contributions at their estimated fair values at the date of donation. Donated materials recognized in the Statement of Activities were \$169,051 and \$0 for the years ended September 30, 2021 and 2020, respectively.

Donated services - The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. Donated services recognized in the Statement of Activities were \$22,680 and \$23,240 for the years ended September 30, 2021 and 2020, respectively.

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

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

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Contributions and grant revenues – Contributions, including promises to give, are considered conditional or unconditional, depending on the nature and existence of any donor or grantor conditions. A contribution or promise to give contains a donor or grantor condition when both of the following are present: (1) An explicit identification of a barrier, that is more than trivial, that must be overcome before the revenue can be earned and recognized (2) An implicit right of return of assets transferred or a right of release of a donor or grantor's obligation to transfer assets promised, if the condition is not met. Conditional contributions are recognized when the barrier(s) to entitlement are overcome. Unconditional contributions are recognized as revenue when received.

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award. Grant awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as a refundable advance liability. Grant awards that are exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. There were no grants or awards that were considered exchange transactions during the years ended September 30, 2021 and 2020.

Operating leases – Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Payments made or received under the operating leases are charged or recognized in the Statement of Activities on a straight-line basis over the period of the lease.

Income tax status – The Organization is exempt from Federal and State income tax under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under Section 509(a)(2). Though the Organization is exempt from income tax, it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Internal Revenue Code. The Organization has calculated an income tax provision that is immaterial for financial statement purposes, and has evaluated its significant tax positions, including their tax-exempt status, and determined that they do not need to recognize a liability for any uncertain tax positions for interest, penalties or potential taxes. The Organization has processes presently in place to ensure the maintenance of its tax-exempt status, identify and report unrelated income, determine its filing and tax obligations in jurisdictions for which it has nexus, and identify and evaluate other matters that may be considered tax positions. The Organization has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Accounting pronouncements to be adopted in future periods – In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). ASU 2016-02 establishes a comprehensive new lease accounting model. The new standard clarifies the definitions of a lease, requires a dual approach to lease classification similar to current lease classifications, and causes lessees to recognize leases on the balance sheet as a lease liability with a corresponding right-of-use asset for leases with a lease term of more than twelve months. In June 2020, the FASB issued 2020-05 which provided nonpublic companies with a one-year deferral of the effective date of ASC 842. The Organization has elected to adopt this deferral and ASU 2016-02 is effective for the Organization's year ending September 30, 2023. The new standard originally required a modified retrospective transition for capital or operating leases existing at or entered into after the beginning of the earliest comparative period presented in the financial statements, but it does not require transition accounting for leases that expire prior to the date of the initial application. In July 2018, the FASB issued ASU No. 2018-11 Leases (Topic 842) which provided another transition method in addition to the existing transition method by allowing entities to initially apply the new leases standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. The Organization has not yet determined the effects, if any, that the adoptions of ASU 2016-02 and ASU 2018-11 may have on its financial position, results of operations, cash flows, or disclosures.

3. Liquidity:

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, comprise the following:

| | <u>2020</u> | <u>2019</u> |
|--|-------------------|-------------------|
| Financial assets: | | |
| Cash | \$ 492,515 | \$ 511,116 |
| Accounts receivable | 9,333 | 40,233 |
| Pledges receivable, net | 53,362 | 56,427 |
| Grants receivable | <u>182,920</u> | <u>-</u> |
| Total financial assets available within one year | \$ <u>738,130</u> | \$ <u>607,776</u> |

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To manage liquidity and monitor the availability of resources to meet these operating needs, the Organization produces an annual budget which outlines the anticipated financial needs to maintain the Organization within the next fiscal year. The budget is analyzed and compared to actual results throughout the year to manage current cash flow needs.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

4. Concentration of credit risk – cash and cash equivalents:

Financial instruments that potentially subject the Organization to concentrations of credit risk consist primarily of cash and cash equivalents. The Organization places its cash and cash equivalents with high credit quality financial institutions. At September 30, 2021 and 2020 cash deposits exceeded federally insured limits of \$250,000 by approximately \$763,938 and \$754,977 respectively. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk. During the fiscal year ending September 30, 2022, the Organization has established a sweep account with their primary bank which will diversify their cash holdings among other participating FDIC insured banks, ensuring that their deposits do not exceed the \$250,000 federally insured limit.

5. Pledges receivable, net:

Pledges receivable consisted of the following as of September 30:

| | <u>2021</u> | <u>2020</u> |
|---|------------------|------------------|
| Pledges receivable: | | |
| Current year campaign | \$ 82,901 | \$ 87,427 |
| Prior years campaigns | <u>22,782</u> | <u>28,074</u> |
| | 105,683 | 115,501 |
| Less: allowance for uncollectible pledges | <u>(52,321)</u> | <u>(59,074)</u> |
| Total | \$ <u>53,362</u> | \$ <u>56,427</u> |

6. Beneficial interest:

United Way of Greater Nashua, Inc. has a beneficial interest in a fund, at the New Hampshire Charitable Foundation (NHCF).

Pursuant to the terms of the resolution establishing the fund with NHCF, property contributed to the foundation is held as a separate fund designated for the benefit of United Way of Greater Nashua, Inc. In accordance with its spending policy NHCF makes distributions from the fund to United Way of Greater Nashua, Inc. The annual distributions allowable from the fund are based on five percent of a twenty-quarter moving average of the fund's market value. The funds are included in net assets without donor restrictions. The market value of the fund assets was \$238,037 and \$192,103, as of September 30, 2021 and 2020, respectively.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

7. Designated fund:

United Way of Greater Nashua, Inc. is the beneficiary of the Nashua Fire Relief Fund. The Fund is held and administered by the U.S. Trust Company. Distributions of \$11,326 and \$5,621 were received for the years ended September 30, 2021 and 2020. The market value of the fund was approximately \$207,000 and \$190,000 for the years ended September 30, 2021 and 2020, respectively.

8. Property and equipment, net:

The following is a summary of property and equipment as of September 30:

| | <u>2021</u> | <u>2020</u> |
|-----------------------------------|-------------------|-------------------|
| Building and land | \$ 502,500 | \$ 502,500 |
| Building improvements | 238,139 | 239,865 |
| Furniture, fixtures and equipment | <u>48,238</u> | <u>60,823</u> |
| Total | 788,877 | 803,188 |
| Less: accumulated depreciation | <u>(456,936)</u> | <u>(450,517)</u> |
| Property and equipment, net | \$ <u>331,941</u> | \$ <u>352,671</u> |

Depreciation expense for the years ended September 30, 2021 and 2020 was \$20,730 and \$20,369, respectively.

9. Community impact grants payable:

United Way of Greater Nashua, Inc. had total community impact grants payable in the amount of \$93,000 and \$93,001, as of September 30, 2021 and 2020, respectively. These funds are subject to the Organization's ability to collect the total funds pledged.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

10. Refundable advance – CARES Act grant:

At September 30, 2020 the Organization had a refundable advance liability of \$49,900 from the receipt of an award from the Small Business Administration's (SBA) Paycheck Protection Program (PPP) as a result of legislation passed to assist businesses in navigating the Coronavirus pandemic. The Organization determined the award was a conditional grant and applied the policy as described in Note 2. Accordingly, the award was reported as a refundable advance liability. The Organization interpreted the condition of the award to be the approval of the forgiveness application by the lender and SBA. Should the conditions of the award not be substantially met or explicitly waived, all or a portion of the award would bear interest at 1.00% and be repayable in monthly amounts of principal and interest. During the year ended September 30, 2021, the Organization received approval of their forgiveness application from the lender and SBA. Therefore, the Organization has determined the conditions of the award have been substantially met and the full amount of the award has been recognized as revenue.

11. Long-term debt:

The Organization has a note payable to a bank, payable in monthly installments of \$1,180, including interest. The interest rate is based on the FHLB 5 Year Classic Advance Rate plus 2.00%, currently at 4.75%, fixed for the first five years, then adjusted every five years, never dropping below 4.50%. Monthly payments are to be made through June 2028, with a final balloon payment due upon maturity. The note is secured by land and the building, and all rents received on the real property.

Interest expense for the years ended September 30, 2021 and 2020 was \$9,169 and \$9,530, respectively.

The following is a summary of future principal payments:

| <u>Fiscal Year End</u> | |
|------------------------|-------------------|
| 2022 (current portion) | \$ 5,336 |
| 2023 | 5,557 |
| 2024 | 5,827 |
| 2025 | 6,110 |
| 2026 | 6,406 |
| 2027 and thereafter | <u>159,034</u> |
| Total | \$ <u>188,270</u> |

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

12. Net assets with donor restrictions:

Net assets with donor restrictions are available for the following purposes at September 30:

| | <u>2021</u> | <u>2020</u> |
|-------------------------------------|-------------------|-------------------|
| Fiscal agencies | \$ 352,070 | \$ 307,808 |
| New Hampshire Charitable Foundation | 238,037 | 192,013 |
| Preschool development grant | 243,761 | 122,250 |
| One Greater Nashua | 20,122 | 20,690 |
| Early Childhood Initiative | 5,019 | 310 |
| Other | <u>7,880</u> | <u>963</u> |
| Total | \$ <u>866,889</u> | \$ <u>644,034</u> |

13. Fair values of financial instruments:

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- Level 1. Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- Level 2. Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets in markets that are not active;
 - Observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
 - Inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- Level 3. Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

The estimated fair value of the Organization's financial instruments is presented in the following table at September 30:

| | <u>2021</u> | | | | |
|---------------------|---------------------------------|-----------------------------|----------------------------|----------------------------|------------------------------|
| | <u>Carrying</u> <u>Value</u> | <u>Fair</u> <u>Value</u> | <u>Level</u> <u>One</u> | <u>Level</u> <u>Two</u> | <u>Level</u> <u>Three</u> |
| Beneficial interest | \$ <u>238,037</u> | \$ <u>238,037</u> | \$ <u>-</u> | \$ <u>-</u> | \$ <u>238,037</u> |
| | <u>2020</u> | | | | |
| | <u>Carrying</u> <u>Value</u> | <u>Fair</u> <u>Value</u> | <u>Level</u> <u>One</u> | <u>Level</u> <u>Two</u> | <u>Level</u> <u>Three</u> |
| Beneficial interest | \$ <u>192,013</u> | \$ <u>192,013</u> | \$ <u>-</u> | \$ <u>-</u> | \$ <u>192,013</u> |

The beneficial trust interest is reported at the fair value of the underlying assets held by the New Hampshire Charitable Foundation, which approximates the present value of the estimated expected future cash flows at September 30, 2021 and 2020.

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

14. Lease of building:

The Organization rents separate offices within their building representing 56% of the total area with varying lease terms. Total rental income for the years ended September 30, 2021 and 2020 was \$61,400 and \$62,850, respectively.

The cost and accumulated depreciation of the building being leased at September 30:

| | <u>2021</u> | <u>2020</u> |
|--------------------------------|-------------------|-------------------|
| Land | \$ 108,788 | \$ 108,788 |
| Building | 393,712 | 393,712 |
| Building improvements | <u>238,139</u> | <u>239,865</u> |
| Total cost | 740,639 | 742,365 |
| Less: accumulated depreciation | <u>(412,943)</u> | <u>(396,441)</u> |
| Net book value of building | \$ <u>327,696</u> | \$ <u>345,924</u> |

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

15. Contracted services:

The Organization entered into a service level agreement with an accounting firm on May 26, 2017. This is a yearly contract that is renewed every twelve months in October and can be terminated by either party with 30 days written notice, or for cause.

During the years ended September 30, 2021 and 2020, the Organization was provided management support services including but not limited to bookkeeping and maintaining financial records.

During the years ended September 30, 2021 and 2020, the Organization has incurred expenses of \$97,450 and \$104,894, respectively, on the above mentioned management support services.

16. Related-party transactions:

There were transactions for program services totaling \$51,735 and \$22,833 with businesses or individuals related to current board members and management for the years ended September 30, 2021 and 2020, respectively. The following transactions occurred between the Organization and related parties:

Summary of related-party transactions:

| | <u>2021</u> | <u>2020</u> |
|-------------------------------|------------------|------------------|
| Expenses: | | |
| Payroll-related expense | \$ 38,770 | \$ 15,363 |
| Miscellaneous program expense | <u>12,965</u> | <u>7,470</u> |
| Total related-party expenses | \$ <u>51,735</u> | \$ <u>22,833</u> |

17. Uncertainty regarding the impact of COVID-19:

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. The coronavirus outbreak has severely restricted the level of economic activity around the world. In response to this coronavirus outbreak, the governments of many countries, states, cities and other geographic regions have taken preventative or protective actions, such as imposing restrictions on travel and business operations and advising or requiring individuals to limit or forgo their time outside of their homes. Temporary closures of businesses had been ordered and numerous other businesses have temporarily closed voluntarily or restricted access to their premises. As a result, the coronavirus outbreak may have a material adverse impact on the Organization's financial position, operations, and cash flows. Given the uncertainty regarding the spread of the coronavirus, the related financial impact cannot be reasonably predicted or estimated at this time.

UNITED WAY OF GREATER NASHUA, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

18. Subsequent events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from October 1, 2021 through January 19, 2022, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

19. Reclassifications:

Certain amounts in the prior year financial statements have been reclassified to improve comparability between the two years.

2022 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Governance Board

Governance Chair

Dan Munroe
BOD Since 1990; renewal 1/1/18
Electronics For Imaging



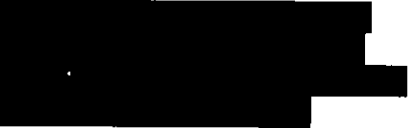
Treasurer / Finance Committee Chair

Peter Chaloner
BOD Since 2011; renewal 1/1/18



Immediate Past Chair, Governance Board

Bob Mack
BOD Since 2007; renewal 1/1/18
Welfare Officer
City of Nashua



At Large Member / Policy Chair / Corporation Ombudsman

Rolf Goodwin
BOD Since 2000; renewal 1/1/18
Attorney At Law, Retired



At Large Member / Nominating Chair

Bob S. Larmouth



Community Investment Chair

Jay Dinkel
BOD Since 2011; renewal 1/1/18
Senior Vice President
Enterprise Bank



RD Committee Chair

Paula Moran
BOD Since 2018
Supply Chain Buyer, Microgem USA, Hudson, NH



Community Advisory Council Chair

Michael Reid
BOD Since 2018
Area Sales Manager
UPS



At Large Member

Jay Minkarah
BOD Since 2020; renewal 2022
Executive Director
Nashua Regional Planning Commission



At Large Member / Strategic Planning Chair

Dr. Amir Toosi, PhD
BOD Since 2016; renewal 1/1/19
Dean, Division of Business & Security Studies
Rivier University



2022 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Community Advisory Council (includes Governance Board)

Jim Donchess

BOD Since May 2016; renewal 1/1/19
Mayor, City of Nashua



Lucille Jordan

BOD Since 2002; renewal 1/1/18
President, Nashua Community College



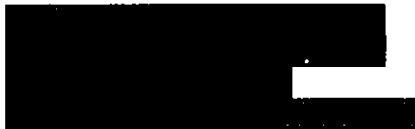
Galen B. Williams

BOD Since 2021
USAF & Civil Service, Retired



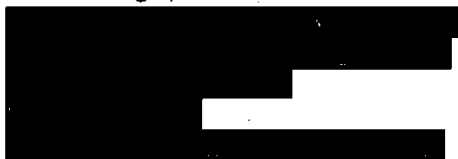
Doug Howard, M. Ed.

BOD Since 2020; renewal 2022
Housing Stability Program Coordinator
Front Door Agency



Matt Burdette

BOD Since 2020; renewal 2022
Publisher and Editor
Nashua Telegraph



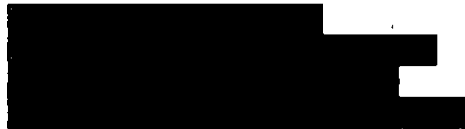
Deb Howes

BOD Since May 2016; renewal 1/1/19
Teacher/Union Representative
City of Nashua



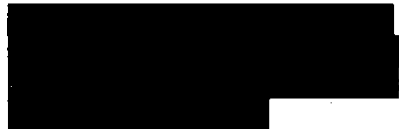
Heather Tebbetts

BOD Since 2011; renewal 1/1/18
Analyst, Liberty Utilities



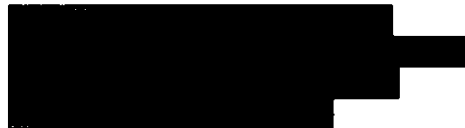
John Jurczyk, FACHE

BOD Since 2020; renewal 2022
John A. Jurczyk, FACHE
SVP of Covenant Health Pres. of St Joseph Hospital



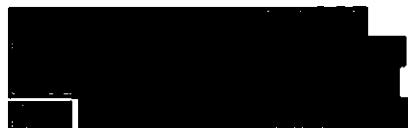
Joseph Leahy

BOD Since 2020, renewal 2022
VP, Emergency Services
Southern NH Medical Center



Wendy Hunt

BOD Since 2021; renewal 2023
President and CEO
Greater Nashua Chamber of Commerce



2022 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Community Advisory Council (cont.)

Cynthia Whitaker, PsyD, MLADC

BOD Since 2020; renewal 2022

President and CEO

Greater Nashua Mental Health



Padmaja Kunapareddy

BOD Since 2021; renewal 2023

Head of Mobile Engineering Team

Upland Software



Patricia M. LaFrance, Esq.

BOD Since 2021; renewal 2023

Partner

The Black Law Group, LLC



Kristy Bessada

BOD Since 2021; renewal 2023

Pastor of Discipleship and Service

Main Street United Methodist Church



Parker Williams

BOD Since 2022; renewal 2024

Rivier University Student Representative



Matthew Plante

BOD Since 2022; renewal 2024

Retired

Member Nashua Police Commission



2022 Governance Board and Community Advisory Council



United Way
of Greater Nashua

Full Time Staff

Michael Apfelberg

President

United Way of Greater Nashua

20 Broad Street, Nashua, NH 03064

Tel: 603-864-0202 [REDACTED]

Email: mapfelberg@unitedwaynashua.org

Website: www.unitedwaynashua.org

Liz Fitzgerald

Director of Community Impact

United Way of Greater Nashua

20 Broad Street, Nashua, NH 03064

Tel: 603-864-0203 [REDACTED]

Email: lfitzgerald@unitedwaynashua.org

Website: www.unitedwaynashua.org

Sara Ceaser

Director of Volunteer and Community Engagement

United Way of Greater Nashua

20 Broad Street, Nashua, NH 03064

Tel: 603-864-0201 [REDACTED]

Email: sceaser@unitedwaynashua.org

Website: www.unitedwaynashua.org

Samantha Cassista

Director of Corporate Partnerships

United Way of Greater Nashua

20 Broad Street, Nashua, NH 03064

Tel: 603-417-3028 [REDACTED]

Email: lfitzgerald@unitedwaynashua.org

Website: www.unitedwaynashua.org

STANDING MEETING SCHEDULE

FINANCE: 3rd Wednesday of month; 7:30 AM

GOVERNANCE: 3rd Thursday of month; 7:30 AM

COMMUNITY ADVISORY: 4th Thursday of month, every
other month; 7:30 AM

MICHELLE RICCO JONAS



Professional Summary

Dynamic, result-oriented managerial professional with over 30 years developing and managing local and statewide systems, delivering innovative and valuable solutions, experienced contract and funding management, building in cultivating positive stakeholder relationships, and possesses superior communication and training skills.

Experience

DIRECTOR – GREATER NASHUA PREVENTION COALITION MARCH 2022 TO CURRENT

- Spearheading the development, administration, and oversight of prevention programs and strategies for the greater Nashua communities.
- Lead efforts to develop and maintain sustainable funding for the coalition and area partners.
- Ensure compliance with all regulatory, contractual, and agency requirements and standards applicable to assigned services (local, state & federal).
- Lead prevention strategies that involve health coaching and training. While always assessing community skills and gaps.
- Systemize the supervision and monitoring of prevention efforts including operational and financial management.
- Cultivate program and service outcomes within expected timelines and in accordance with expectations of the coalition steering committee and funders.

PROGRAM MANAGER – ADULT SERVICE COORDINATION | GATEWAYS COMMUNITY SERVICES | SEPT 2021 – MARCH 2022

- Supervised and directed service coordination for individuals with developmental disabilities and acquired brain injury.
- Led the oversight, and implementation of contracting for residential, day and case management services programs with individuals with developmental disabilities and traumatic brain injuries.
- Ensured compliance with all regulatory, contractual, licensing, and agency requirements.
- Managed the daily supervision of several staff and monitored operational, financial, and client related needs.
- Assured program and service outcomes were completed within expected timelines.

ADMINISTRATOR I | NH PRESCRIPTION DRUG MONITORING PROGRAM (NH PDMP) | MAY 2014 – APRIL 2021

- Directed the development, implementation, and growth of the NH PDMP.
- Served as the subject matter expert,
- Managed fund development, program budget management and outcome reporting.
- Prepared and managed multi-year strategic plan to deliver improved program operations.

- Negotiated fund development that successfully increased the program annual budget from \$200,000 to \$1.3 million.
- Liaison to all registered prescribers and dispensers, regulatory boards, and other state and federal partners.
- Designed and led outreach, education and training on system utilizations and enhancements.
- Executed tracking methods for program data collection and evaluation that ensured timely reporting to State and Federal stakeholders.
- Managed vendor expectations of delivered product, including IT issues and utilization review.
- Led, coached, and trained new hires, assessed skills and gaps, and made recommendations.
- Executed the evaluation of the NH PDMP to ensure program effectiveness in terms of procedures, use of resources, and program outcomes.
- Achieved a fully functional tool that played a significant role in reducing opioid related mortality and morbidity in the State of NH.

PROGRAM MANAGER | NH FAMILY PLANNING/TITLE X | NOV 2008 - MAY 2014

- Facilitated the day-to-day operations to include coordination of all participating staff (state and contractual)
- Governed program timelines, policy and procedures and program evaluation.
- Developed and implemented Statewide Comprehensive Plan to direct program policy, goals, objectives, and resource allocation.
- Managed state and local contracts.
- Served as key advisor on contractor activities and ensuring program fulfills federal and state terms and conditions.
- Optimized program effectiveness in terms of procedures, use of resources, supervision of staff, and program outcomes.
- Served as subject matter expert in evidence-based programs, practices, and policies.

INTERIM ADMINISTRATOR |DHHS-DIVISION OF PUBLIC HEALTH SERVICES -BUREAU OF PREVENTION SERVICES, ALCOHOL, TOBACCO AND OTHER DRUG SECTION | MAY 2007- JANURAY 2008

- Led, coached, and assessed staff skills and gaps and made recommendations.
- Managed the implementation of prevention services through alcohol and other drug prevention contracts funded by multiple funding sources.
- Insured program fulfills federal terms and conditions, to include timely report submission, insurance of program effectiveness in terms of procedure, use of resources, and program outcomes.

PROGRAM MANAGER | NH STRATEGIC PREVENTION FRAMEWORK PROGRAM (SPF SIG) | AUGUST 2005-NOVEMBER 2008

- Systemized a statewide substance prevention infrastructure for the State of NH by managing an \$11.5 million SAMSHA grant.
- Developed and implemented a strategic plan that created a 13 regional prevention networks.
- Administered the day-to-day operations that included staff supervision, program development, budget management and project timeline planning, adherence, and outcome reporting.
- Negotiated and managed sub-contracts and was the key adviser on contractor activities.
- Collaborated with program evaluators to ensure program effectiveness in terms of procedures, use of resources and program outcomes.
- Served as subject matter expert.

DIRECTOR | CREATING POSITIVE CHANGE COALITION | AUGUST 2000-AUGUST 2005

- Spearheaded the development, administration, and oversight of prevention programs and strategies for 11 area communities.
- Leader in grant writing, State & Federal reporting, and coalition development and supervision of staff.
- Insured compliance with all regulatory, contractual, and agency requirements and standards applicable to assigned services (local, state & federal).
- Led, coached, and trained new hires, assessed skills and gaps, and made recommendations.
- Systemized the supervision and monitoring of prevention efforts including operational and financial management and.
- Cultivated program and service outcomes within expected timelines and in accordance with expectations of the Board of Directors and funders.

DIRECTOR OF VOCATIONAL & REHAB SERVICES

| COMMUNITY SERVICES COUNCIL OF NH | APRIL 1998-AUGUST 2000

- Led the administration, oversight, and implementation of vocational and day programs with individuals with developmental disabilities and traumatic brain injuries.
- Ensured compliance with all regulatory, contractual, licensing, and agency requirements.
- Managed the daily supervision of several staff and monitored operational, financial, and client related needs.
- Assured program and service outcomes were completed within expected timelines.

SENIOR VOCATION SPECIALIST/ASSISTANT CASE MANAGER

| NEVADA COMMUNITY ENRICHMENT PROGRAM | OCTOBER 1992-APRIL 1998

- Administered vocational program for individuals who sustained a traumatic brain injury or stroke.
- Planned and executed vocational goals and objectives for patient's treatment plans.
- Collaborated with other treatment providers to collectively retrain skills to return to some type of employment or meaningful activity.
- Drove case management functions with treatment providers to develop individual treatment plans to assist individuals who sustained a traumatic brain injury or stroke. Functions of this role included:
- Coordinated the rehabilitation team's efforts to evaluate and provide an interdisciplinary treatment plan; documentation of progress; collection of information for billing.
- Maintained communication with patient's family, insurance, and other related agencies.
- Cultivated community resources (social security, Medicaid, and welfare assistance).
- Ensured proper discharge planning (housing, banking, utilities, and employment) and grant writing.

REHABILITATION TECHNICIAN

| NEVADA COMMUNITY ENRICHMENT PROGRAM | JUNE 1992 -OCTOBER 1992

As a rehabilitation technician, I was responsible for carrying out treatment plans as it was associated with speech therapy and life skill functions for individuals who sustained a traumatic brain injury or stroke.

Skills & Abilities

PROGRAM MANAGEMENT

Through decisive management and design, I have served as the lead overseer to the development of the NH Prescription Drug Monitoring Program that has provided a unique tool to for prescribers and dispensers. Access and utility to a health tool that assists practitioners in monitoring and managing

their patient's use of controlled substances for appropriate medical purposes. While also providing insight to limit diversion and appropriately assess those who may need further assessment for substance use disorder. My tactical stewardship of this program has produced statistical reports showing a significant reduction in opioid prescriptions during the State's opioid crisis, while monitoring potential emerging issues relative to controlled substances.

FINANCIAL AND CONTRACT MANAGEMENT

I am experienced in developing and executing financial plans and contractual agreements from various funding sources including local, state, and federal. The Prescription Drug Monitoring Program was initially unfunded and there was no state funding support. Upon hire in 2014, the program had one federal funding source. I executed a financial plan that included one full-time staff person and a single contract with a vendor for basic operating services for monitoring service. I assessed needs that included staffing and program/contractual. I was successful in leveraging additional funding through State and Federal resources to hire two full-time staff and one part-time staff and increase contractual costs to cover additional programmatic needs. Additional funding awards will bring increase staffing by two and half staff, bringing program staffing up to a total of six full time staff.

POLICY DEVELOPMENT

Through innovative policy development, I have coordinated key policy, rules and procedures that has progressed the programs utility and outcomes. Strategizing with agency leadership, legislators, and state partners, I have been able to leverage support to improve data quality; data access; and data utilization of the Prescription Drug Monitoring Program. Initial legislation did not allow the sharing of any data with any entity. I was able to work with the state legislature to allow for the release of de-identified data for the purpose of analysis and evaluation, as well as to maintain the time the program could maintain the data for up to 36 months vs. 6 months for the purposes of being able to adequately analyze and evaluate prescription prescribing and dispensation trends in New Hampshire.

STRATEGIC PLANNING

I have planned and led organized strategic planning operations at program, community, and State levels. As manager of the Strategic Prevention Framework, I developed, organized, and led a stated-wide strategic planning operation designed to create a regional prevention infrastructure for substance misuse prevention. As a result of this multi-year strategic planning endeavor, each region did an assessment, looked at their capacity, created a plan, implemented the plan and evaluated the plan while considering cultural competency and sustainability. As a result of these early and successful efforts led by me, the State of New Hampshire now has thirteen Public Health Regions of which the original prevention networks are not inclusive of.

GRANT WRITING

For the last nineteen years I have been employed in positions funded through Federal grants. As a part of the position's responsibilities, I was recurrent to secure funds to maintain and grow programs. I have successfully leverage funds through local fundraising and grant writing when employed at a local non-profit and brought from \$90,000 annually to \$400,000 annually. Increased funding to the Title X/Family Planning Program by seeking out new monies to enhance services to New Hampshire youth on sexual health and pregnancy prevention. And in my most recent position, I have continued to

successfully obtain Federal and State funds to support the ongoing development and support of the State's Prescription Drug Monitoring Program. The initial annual budget was approximately, \$200,000 and with current awards, it is anticipated the annual budget with combined resources of Federal Grants and agency fees will be \$1.3 million.

SKILLED MANAGER/ADMINISTRATOR

In 2014, I was hired as the Manager/Administrator I of the NH Prescription Drug Monitoring Program. There were insufficient funds and resources provided to the program to have more than one staff. Upon my initial assessment, it was clear that NH PDMP program was being supported with minimal staffing. I prioritized the task to secure funds and go through the State process to hire an Administrative Assistant. Another clear staffing gap was in data analysis and evaluation. I was successful in securing funds from the State University in the form of a Memorandum of Understanding, in which the University provided an evaluator to the work with the program for a year to assist in developing reports. It was through this collaboration, I was able to show the value of the position, and gardened State general funds that would go on to support the hiring a full-time analyst for the Prescription Drug Monitoring Program.

Proficient in Microsoft Office: Word; Excel; PowerPoint; and Outlook.

Education

Master of Arts, Public Policy | New England College

Bachelor of Science, Communication Disorders |University of New Hampshire

Certified Public Manager (including Lean Training). State of New Hampshire

Proficient in Microsoft Office: Word; Excel; PowerPoint; and Outlook.



Professional summary and objective

A seasoned nonprofit professional with a track record of community impact. Excellence in leadership and collaboration. An innovative fundraiser with a solid business background, including entrepreneurship and organizational development.

Professional background

United Way of Greater Nashua — President

2015-Present — Led turnaround of organization after years of revenue and brand shrinkage; **doubled annual revenues** and created a new community brand leading with "We will own the space of collective impact in Greater Nashua." Developed new 'products' to create impact and build strong community partnerships and collaborations. Implemented new and innovative fundraising approaches including experiential events such as United We Sleep, Over the Edge, and SKYDIVE UNITED. Created a broad awareness in the community about the organization, developing new relevance, by *being everywhere* — including radio, newspaper, TV, and social media.

Educational Outfitters of Nashua — Co-Founder / Co-Owner

2006-2015 — Successfully build a community-facing, locally owned small family business. Build a solid base of thousands of local and loyal customers. Annual double-digit growth, throughout the Great Recession, which led to a successful sale of the business in 2015 to new local ownership.

New England Business Service / Deluxe Corp. — Premedia Svcs. Manager

1998-2006 — Led multi-state distributed production team which saved hundreds of thousands of dollars in cost by implementing new premedia technologies and workflows. Negotiated multiple multi-million dollar catalog print contracts. Worked with numerous internal customers to improve final produce quality and customer satisfaction.

Quebecor Printing USA Corp. — Director of QA and Training

1993-1998 — Implemented total quality and six sigma quality methods across several long-run catalog and magazine production plants. Developed and implemented quality management and continuous improvement training for multiple teams. Spearheaded production management, production scheduling, and customer service teams with major corporate accounts including Parade and Time Warner.

Graphic Services+Seminars Inc. — Junior Consultant

1988-1993 — Consultant and trainer in print quality management. Co-Author of "Quality Control in the Graphic Arts" along with numerous other published articles.

Education and Credentials / Certifications

BA Political Science with minor in German — California Polytechnic State University, San Luis Obispo, CA
 MBA, Management Concentration — California Polytechnic State University, San Luis Obispo, CA
 Study Abroad Political Science / German Affairs — University of Heidelberg, Germany
 Zenger-Miller Certified Trainer — ISO 9000 Lead Auditor — ASQ Certified Quality Engineer

Community involvement and recognition

- Business NH Magazine "NH 200 Leaders" 2021
- City of Nashua "Citizens Advisory Commission for Community Grants" — 3 years
- American Society for Suicide Prevention Board of Directors
- Greater Nashua Chamber of Commerce Board of Directors — 6 years
- Greater Nashua Chamber of Commerce Member of Ambassador's Committee and Member of Advocacy Committee — 8 years
- Leadership Greater Nashua Graduate
- Souhegan Valley Chamber of Commerce Board of Directors — 2 years
- Town of Brookline elected Finance Committee Member — 3 years
- Greater Nashua Continuum of Care Executive Committee / Youth Homelessness Chair — 2 years
- Greater Nashua Public Health Advisory Council Executive Committee Member — 5 years
- New Hampshire "Friend of Public Health" 2019
- Nashua Small Business of the Year 2012
- Nashua Chamber Nonprofit of the Year 2015
- State of NH Governor-Appointed Board of Higher Education Commissioner — 2 years
- Weekly radio show host "Community Connections" on WSMN Radio
- Founding Member / Executive Committee Greater Nashua Integrated Delivery Network — 2 years
- Monthly author with Nashua Telegraph — 5 years

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary Amount Paid from this Contract |
|----------------------|---------------|---------------------------------------|
| Michael Apfelberg | President | \$0 |
| Michelle Ricoh-Jonas | Director, NPC | \$5,000 |
| | | |
| | | |
| | | |

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Lori A. Shilbrette
Commissioner

Katja S. Fox
Director

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

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

December 8, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into grant agreements with the Contractors listed below in an amount not to exceed \$20,000 for the provision of community-based programs that are designed for youth to develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Drug Forfeiture Funds).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|--|-------------|---------------|-----------------|
| Boys & Girls Club of Souhegan Valley, Inc. | 157080 | Milford | \$5,000 |
| United Way of Greater Nashua | 160062 | Nashua | \$5,000 |
| The Upper Room, A Family Resource Center | 174210 | Derry | \$5,000 |
| Cheshire Medical Center | 155405 | Keene | \$5,000 |
| | | Total: | \$20,000 |

Funds are available in the following account for State Fiscal Year 2022, 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.

05-95-92-920510-33850000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, DRUG FORFEITURE FUNDS

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|---------------------------|--------------|-----------------|
| 2022 | 102-500731 | Contracts for Program Svs | 92057312 | \$20,000 |
| | | | Total | \$20,000 |

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

EXPLANATION

The purpose of this request is develop youth-driven Tobacco Use Prevention programs that focus on activities that prevent youth from using tobacco products to improve quality of long-term life for the participants and to reduce lifetime health care expenses. The Contractors will develop and implement the Use Prevention programs ensuring Tobacco Use Prevention activities are led by youth and mentored by an adult. The programs will target youth from 10 to 20 years of age to provide information to reduce the number of youth under twenty-one (21) years of age that begin using tobacco products.

Approximately 3500 individuals will be served during State Fiscal Year 2022.

The Centers for Disease Control and Prevention (CDC) conducts a national survey called the Youth Risk Behavior Survey (YRBS) every two (2) years among representative samples of 9th through 12th grade students. According to the YRBS, 30-day tobacco use among youth declined from 12% in 2012 to 5.5% in 2019; however, many youth continue to use tobacco products, especially electronic nicotine devices such as vape products. The rates of use of all forms of tobacco use among New Hampshire youth is higher than national rates. 5.5% of New Hampshire youth reported smoking in the past 30 days compared to 4.6% of youth nationally, and 33.8% of New Hampshire youth respondents reported using e-cigarettes in the past 30 days compared to 4.6% nationally. The health care cost statewide due to tobacco use among individuals is estimated at \$729 million each year.

The Department will monitor services by tracking the following:

- The number of youth participating in the development and implementation of an activity.
- The number of youth participating in the implementation of the activity.
- The number of adult mentors participating in all efforts.

The Department selected the Contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from June 23, 2021 through October 1, 2021. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit C, Revisions to Standard Grant Agreement Provisions, Section 1, Revisions to Grant Agreement, General Provisions, Subsection 1.1 of the attached agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, programs to prevent youth from using tobacco products may not be developed, and youth may not have access to supports and information to assist them to make healthy choices when they are considering using tobacco products.

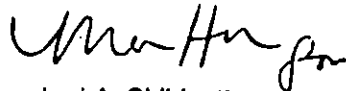
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Areas served: Statewide

Source of Funds: 100% Other Funds (Drug Forfeiture Funds).

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # **RG-2022-BDAS-04-TOBAC**
 Project Title **Tobacco Use Prevention Programs for Youth**

| | Maximum Points Available | The Boys and Girls Club | The Upper Room | United Way of Greater Nashua | Cheshire Medical Center |
|---------------------|--------------------------|-------------------------|----------------|------------------------------|-------------------------|
| Technical | | | | | |
| Need (Q1) | 35 | 33 | 33 | 30 | 34 |
| Plan (Q2) | 45 | 30 | 37 | 40 | 44 |
| Budget (Q3) | 20 | 12 | 5 | 19 | 18 |
| TOTAL POINTS | 100 | 75 | 75 | 89 | 96 |

Reviewer Name

1 **Jill Burke**

2 **Ann Crawford**

3 **Susan Morrison**

Title

Prevention Services Unit, Administrator

Regional Coordinator

Program Specialist IV

Subject: Tobacco Use Prevention Programs for Youth (RGA-2022-BDAS-04-TOBAC-02)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|---|---|--|----------------------------------|
| 1.1. State Agency Name New Hampshire Department of Health & Human Services | | 1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3. Grantee Name UNITED WAY OF GREATER NASHUA | | 1.4. Grantee Address 20 BROAD ST, NASHUA, NH, 03064 | |
| 1.5. Grantee Phone Number 603-943-9434 | 1.6. Account Number 05-95-92-920510-33850000 | 1.7. Completion Date June 30, 2022 | 1.8. Grant Limitation \$5,000 |
| 1.9. Grant Officer for State Agency Nathan D. White, Director | | 1.10. State Agency Telephone Number (603) 271-9631 | |
| 1.11. Grantee Signature DocuSigned by: <i>Mike Apfelberg</i> 11/1/2021 | | 1.12. Name & Title of Grantee Signor Mike Apfelberg President | |
| 1.14. State Agency Signature(s) DocuSigned by: <i>Katja S. Fox</i> 12/6/2021 | | 1.15. Name & Title of State Agency Signor(s) Katja S. Fox Director | |
| 1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By: <i>J. Christopher Marshall</i> Assistant Attorney General, On: 12/7/2021 | | | |
| 1.17. Approval by Governor and Council (if applicable) By: _____ On: / / | | | |

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA; RETENTION OF DATA; ACCESS.**
- 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2.1. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
- 11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DB
 Grantee Initials ML
 Date 11/1/2021

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

Scope of Services

1. Statement of Work

- 1.1. The Grantee shall develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products in the Greater Nashua area.
- 1.2. The Grantee shall implement a tobacco use prevention program through the Nashua Prevention Coalition, ensuring tobacco use prevention activities are led by youth, and mentored by an adult, targeting youth from ten (10) to twenty (20) years of age in order to affect the number of youth under the age of twenty-one (21) years that begin using tobacco products.
- 1.3. The Grantee shall ensure the implemented tobacco use prevention program is supported and encouraged by other adults within the community.
- 1.4. The Grantee shall work with the youth-led tobacco use prevention program in a manner that can lead to important environmental and social norm changes regarding the use of tobacco products among youth.
- 1.5. The Grantee shall assist the tobacco use prevention program with outreach and intervention techniques in a manner that assists youth in speaking with their peers regarding the harms of using tobacco products.
- 1.6. The Grantee shall ensure the tobacco use prevention program includes activities to promote program participation for other youth and young adults.
- 1.7. The Grantee shall develop and implement a tobacco use prevention program, as approved by the Department, that includes, but is not limited to:
 - 1.7.1. Utilizing the One Voice Empowerment Toolkit to train ten (10) advisors and fifty (50) members of Students Against Destructive Decisions (SADD) in the Youth 2 Youth (Y2Y) youth empowerment model program to:
 - 1.7.1.1. Provide each participant with a core base of knowledge (including tobacco prevention) and understanding of factors contributing to youth tobacco use;
 - 1.7.1.2. Teach core skills needed to successfully take action, including public speaking, message development, media literacy, working with the press, and navigating the legislative process; and
 - 1.7.1.3. Provide opportunities to put the skills into action, including, but not limited to:
 - 1.7.1.3.1. Delivering a press conference.
 - 1.7.1.3.2. Conducting presentations.
 - 1.7.1.3.3. Recording Public service announcements.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

1.7.1.3.4. Speaking before a legislative committee.

- 1.8. The Grantee shall conduct a survey of students participating in the Youth 2 Youth (Y2Y) youth empowerment model training before each training session, and after each training session, to evaluate the effectiveness of the training.

2. Exhibits Incorporated

- 2.1. The Grantee shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3. Reporting Requirements

- 3.1. The Grantee shall submit quarterly reports to the Department that include, but are not limited to:
- 3.1.1. Number and type of activities implemented in the last quarter.
 - 3.1.2. Number of individuals participating by activity, including aggregate demographic information to include: age, sexual identify, race, and ethnicity.
 - 3.1.3. Outcome of activities including but not limited to successes, including testimonials or other feedback and challenges.

4. Performance Measures

- 4.1. The Department will monitor Grantee performance by:
- 4.1.1. The number of youth participating in the development and implementation of an activity.
 - 4.1.2. The number of youth participating in the implementation of the activity.
 - 4.1.3. The number of adult mentors participating in all efforts.
- 4.2. The number of peers recruited and retained to help raise awareness of tobacco prevention and cessation resources.
- 4.3. The Grantee shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.4. The Grantee may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Grantee shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 5.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
- 5.2.1. The Grantee shall submit, within ten (10) business days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 5.3. Credits and Copyright Ownership
- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Grantee shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6. Records

- 6.1. The Grantee shall keep records that include, but are not limited to:

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Agreement, and all income received or collected by the Grantee.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Grantee 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 Grantee.

New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth



EXHIBIT B

Payment Terms

1. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. The Grantee agrees that funding under this Grant Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
2. This Agreement is funded by 100% Other funds (Governor Commission funds).
3. The Grantee shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
4. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with Exhibit B-1, Budget.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Jill Burke
 Program Manager
 Department of Health and Human Services
 105 Pleasant Street
 Concord, NH 03301

6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee 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.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

RG-2022-BDAS-04-TOBAC-02

Exhibit B

Grantee Initials

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UNITED WAY OF GREATER NASHUA

Page 1 of 2

Date 11/1/2021

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth**



EXHIBIT B

-
- 10.1. The Grantee is required to submit an annual audit to the Department if any of the following conditions exist:
 - 10.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 10.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 10.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 10.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 10.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
 - 10.4. In addition to, and not in any way in limitation of obligations of the Grant Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Grant Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Budget Envelope ID: 70788481-129F-4894-B247-928776

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: United Way of Greater Nashua

Project Title: Tobacco Use Prevention Program for Youth

Budget Period: SFY 2022

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DSHS contractor share | | |
|------------------------------------|--------------------|-----------|----------|--------------------------|-----------|-------|---------------------------------|-----------|-------|
| | Costs | Indirects | Total | Costs | Indirects | Total | Costs | Indirects | Total |
| 1. Total Program Budget | 1,000.00 | - | 1,000.00 | - | - | - | - | - | - |
| 2. Personnel | - | - | - | - | - | - | - | - | - |
| 3. Materials | - | - | - | - | - | - | - | - | - |
| 4. Travel | - | - | - | - | - | - | - | - | - |
| 5. Rent and Maintenance | - | - | - | - | - | - | - | - | - |
| 6. Equipment | - | - | - | - | - | - | - | - | - |
| 7. Supplies | - | - | - | - | - | - | - | - | - |
| 8. Contractual | - | - | - | - | - | - | - | - | - |
| 9. Printing | - | - | - | - | - | - | - | - | - |
| 10. Postage | - | - | - | - | - | - | - | - | - |
| 11. Telephone | - | - | - | - | - | - | - | - | - |
| 12. Other (List by Line Item) | - | - | - | - | - | - | - | - | - |
| 13. Marketing/Communications | 1,000.00 | - | 1,000.00 | - | - | - | - | - | - |
| 14. Capital Equipment and Supplies | - | - | - | - | - | - | - | - | - |
| 15. Information Technology | - | - | - | - | - | - | - | - | - |
| 16. Other (List by Line Item) | - | - | - | - | - | - | - | - | - |
| TOTAL | 1,000.00 | - | 1,000.00 | - | - | - | - | - | - |
| Indirect to a Percent of Direct | | 0% | | | | | | | |

New Hampshire Department of Health and Human Services
EXHIBIT C



REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

1.1. Paragraph 4, Effective Date/Completion of Services, is amended by adding Subparagraph 4.3 as follows:

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

1.2. Paragraph 11 is amended by adding Subparagraph 11.2, Section 11.2.5 to read as follows:

11.2.5 To the extent that it is determined that any eligibility awards have been improperly determined on criteria that is not an allowable cost under the Drug Forfeiture Funds, recoup the amount of the ineligible assistance provided.

1.3. Paragraph 15, Assignment and Subcontracts, is amended by adding Subparagraph 15.1 as follows:

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

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit D

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

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New Hampshire Department of Health and Human Services

Exhibit D

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.).

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

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.

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New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

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

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

This Amendment to the Tobacco Use Prevention Programs for Youth Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Upper Room, A Family Resource Center ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 12, 2022, (Item # 15), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20 and Exhibit C, Revisions to Standard Grant Agreement Provisions, Paragraph 1, Revisions to Grant Agreement, General Provisions, Subparagraph 1.1., the Grant Agreement 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 Grant Agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:
\$10,000.
3. Modify Exhibit B, Payment Terms, Paragraph 3, to read:
 3. The Grantee shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Grantee shall:
 - 3.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
4. Modify Exhibit B, Payment Terms, Paragraph 4, to read:
 4. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with Exhibit B-1, Budget through Exhibit B-2, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/2/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

The Upper Room, A Family Resource Center

6/1/2022

Date

DocuSigned by:
Brenda Guggisberg

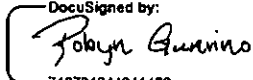
Name: Brenda Guggisberg
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/4/2022

Date

DocuSigned by:

718724844911480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: THE UPPER ROOM, A FAMILY RESOURCE CENTER

Project Title: Tobacco Use Prevention Programs for Youth

Budget Period: SFY 2023

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|--------------------|-------------|--------------|--------------------------|-------------|--------------|-------------------------------|----------|-------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 12,648.00 | \$ 6,812.00 | \$ 19,460.00 | \$ 8,248.00 | \$ 6,812.00 | \$ 15,060.00 | \$ 4,400.00 | \$ - | \$ 4,400.00 |
| 2. Employee Benefits | \$ 1,581.00 | \$ 852.00 | \$ 2,433.00 | \$ 1,031.00 | \$ 852.00 | \$ 1,883.00 | \$ 550.00 | \$ - | \$ 550.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 2,500.00 | \$ - | \$ 2,500.00 | \$ 2,450.00 | \$ - | \$ 2,450.00 | \$ 50.00 | \$ - | \$ 50.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 500.00 | \$ - | \$ 500.00 | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ 3,000.00 | \$ - | \$ 3,000.00 | \$ 3,000.00 | \$ - | \$ 3,000.00 | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontractor Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 21,229.00 | \$ 7,664.00 | \$ 28,893.00 | \$ 16,229.00 | \$ 7,664.00 | \$ 23,893.00 | \$ 5,000.00 | \$ - | \$ 5,000.00 |

Indirect As A Percent of Direct

36.1%

State of New Hampshire

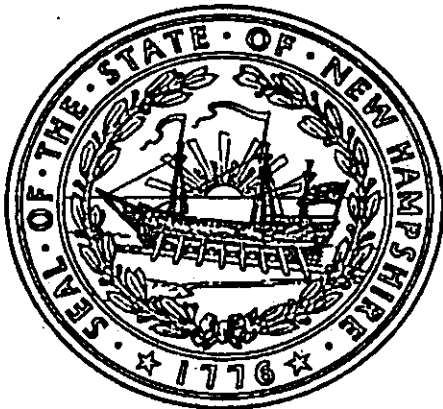
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE UPPER ROOM, A FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 30, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 81048

Certificate Number: 0005780519



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. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Tyler Hall, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Upper Room, a Family resource Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 22, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Brenda Guggisberg, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Upper Room, a Family Resource Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 5/20/222



Signature of Elected Officer
Name: Tyler Hall
Title: BOD Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2022

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

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

| | | | | | | | | | | | | | |
|---|---|--|---------------------|----------------------------------|---------------------|------------------|--|------------------|--|------------------|--|------------------|--|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | CONTACT NAME Michele Palmer PHONE (AG, Ho, Ext) (603) 669-3218 FAX (AG, No) (603) 645-4331 E-MAIL ADDRESS michele.palmer@crossagency.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED The Upper Room A Family Resource Center 36 Tsienneto Road PO Box 1017 Derry NH 03038 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A Philadelphia Indemnity Ins Co</td> <td style="width: 20%;">NAIC # 18058</td> </tr> <tr> <td>INSURER B NorGuard Ins Co</td> <td>NAIC # 31470</td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table> | INSURER A Philadelphia Indemnity Ins Co | NAIC # 18058 | INSURER B NorGuard Ins Co | NAIC # 31470 | INSURER C | | INSURER D | | INSURER E | | INSURER F | |
| INSURER A Philadelphia Indemnity Ins Co | NAIC # 18058 | | | | | | | | | | | | |
| INSURER B NorGuard Ins Co | NAIC # 31470 | | | | | | | | | | | | |
| INSURER C | | | | | | | | | | | | | |
| INSURER D | | | | | | | | | | | | | |
| INSURER E | | | | | | | | | | | | | |
| INSURER F | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 21-22 All Lines **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|-------------------|----------|---------------------|-------------------------|-------------------------|---|---|--------------|---|--------------|------------------------------|--------------|--------------------------------|--------------|-----------------------------|--------------|------------------------|--------------|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2267197 | 07/01/2021 | 07/01/2022 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 20,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 3,000,000 | PRODUCTS - COMP/OP AGG | \$ 3,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 20,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 3,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 3,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | PHPK2267197 | 07/01/2021 | 07/01/2022 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLA MS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB765593 | 07/01/2021 | 07/01/2022 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | AGGREGATE | \$ 1,000,000 | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP RTOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N N | N / A | UPWC246064 (3a.) NH | 07/01/2021 | 07/01/2022 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/> OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E L. EACH ACC DENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table> | <input checked="" type="checkbox"/> PER STATUTE | \$ | <input type="checkbox"/> OTH-ER | \$ | E L. EACH ACC DENT | \$ 1,000,000 | E L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | E L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | |
| <input checked="" type="checkbox"/> PER STATUTE | \$ | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> OTH-ER | \$ | | | | | | | | | | | | | | | | | | | | |
| E L. EACH ACC DENT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E L. DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |

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

| | |
|--|---|
| CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AAI, CRIS |
|--|---|

The Upper Room, a Family Resource Center

Mission:

“Strengthening individuals and families by providing them with the education, services and resources needed to live healthy self-sufficient lives”.

Vision:

It is our vision that we work to create a strong, vibrant, and self-sustaining community where conflict and hunger, homelessness and poverty, and ignorance and intolerance no longer exist. We look to the day where all families thrive, and children have within their reach the tools to succeed. We will work to achieve our vision by living our mission and honoring our values each day.

We aspire to be an organization that:

*Is responsive to the community
Is compassionate and non-judgmental
Respects Diversity
Empowers each individual and family
Works as a team
Encourages innovative and creative ideas
Maintains strong ethics and integrity*

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Audited Financial Statements

***For The Fiscal Years Ended
June 30, 2021 and 2020***

THE UPPER ROOM, A FAMILY RESOURCE CENTER

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| 4. Statements of Functional Expenses..... | 6 |
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INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of The Upper Room, A Family Resource Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Upper Room, A Family Resource Center as of June 30, 2021 and 2020, 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.

Penchansky & Co PLLC

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

October 15, 2021

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statements of Financial Position

As of June 30,

| | <u>ASSETS</u> | | | |
|--------------------------------|---|--|------------------------|------------------------|
| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2021 Totals</u> | <u>2020 Totals</u> |
| <u>Current Assets:</u> | | | | |
| Cash and Equivalents | \$ 1,338,400 | \$ 56,840 | \$ 1,395,240 | \$ 1,064,952 |
| Accounts Receivable | 110,620 | 0 | 110,620 | 106,273 |
| Prepaid Expenses | 4,898 | 0 | 4,898 | 6,668 |
| Total Current Assets | <u>1,453,918</u> | <u>56,840</u> | <u>1,510,758</u> | <u>1,177,893</u> |
| <u>Fixed Assets:</u> | | | | |
| Leasehold Improvements | 80,755 | 0 | 80,755 | 80,755 |
| Equipment and Furniture | 85,127 | 0 | 85,127 | 71,773 |
| Less: Accumulated Depreciation | <u>(85,197)</u> | <u>0</u> | <u>(85,197)</u> | <u>(70,515)</u> |
| Net Fixed Assets | <u>80,685</u> | <u>0</u> | <u>80,685</u> | <u>82,013</u> |
| <u>Other Assets:</u> | | | | |
| Investments, at Market Value | <u>48,640</u> | <u>0</u> | <u>48,640</u> | <u>0</u> |
| Total Assets | <u>\$ 1,583,243</u> | <u>\$ 56,840</u> | <u>\$ 1,640,083</u> | <u>\$ 1,259,906</u> |

*-Continued on Next Page-**See Notes and Independent Auditor's Report*

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Statements of Financial Position

As of June 30,

LIABILITIES AND NET ASSETS

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2021 Totals</u> | <u>2020 Totals</u> |
|------------------------------------|---|--|------------------------|------------------------|
| <u>Current Liabilities:</u> | | | | |
| Accounts Payable | \$ 21,063 | \$ 0 | \$ 21,063 | \$ 19,608 |
| Other Current Liabilities | 8,359 | 0 | 8,359 | 3,533 |
| Accrued Payroll and Taxes | 34,482 | 0 | 34,482 | 36,387 |
| Note Payable Current - PPP | <u>0</u> | <u>0</u> | <u>0</u> | <u>112,100</u> |
| Total Liabilities | <u>63,904</u> | <u>0</u> | <u>63,904</u> | <u>171,628</u> |
| <u>Net Assets:</u> | | | | |
| Total Net Assets | <u>1,519,339</u> | <u>56,840</u> | <u>1,576,179</u> | <u>1,088,278</u> |
| Total Liabilities and Net Assets | <u>\$ 1,583,243</u> | <u>\$ 56,840</u> | <u>\$ 1,640,083</u> | <u>\$ 1,259,906</u> |

See Notes and Independent Auditor's Report

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

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2021 Totals</u> | <u>2020 Totals</u> |
|--|---|--|------------------------|------------------------|
| <u>Revenue and Support:</u> | | | | |
| Grants and Contracts | \$ 891,152 | \$ 81,173 | \$ 972,325 | \$ 773,774 |
| Contributions | 74,950 | 0 | 74,950 | 81,206 |
| Program Revenue | 6,833 | 0 | 6,833 | 15,968 |
| Fundraising - Gaming, Net of Expenses | 138,528 | 0 | 138,528 | 41,467 |
| Fundraising - Auction and Other | 112,982 | 0 | 112,982 | 142,501 |
| Rental Income | 0 | 0 | 0 | 2,640 |
| Interest | 3,566 | 0 | 3,566 | 4,634 |
| Covid Relief Income | 112,100 | 0 | 112,100 | 0 |
| In Kind Contributions | 232,748 | 0 | 232,748 | 138,874 |
| Net Assets Released from Restrictions: | | | | |
| Satisfaction of Donor Stipulations | 87,333 | (87,333) | 0 | 0 |
| Total Revenue and Support | <u>1,660,192</u> | <u>(6,160)</u> | <u>1,654,032</u> | <u>1,201,064</u> |
| <u>Expenses:</u> | | | | |
| Program Services | 1,037,928 | 0 | 1,037,928 | 770,688 |
| General and Administrative | 95,965 | 0 | 95,965 | 110,799 |
| Fundraising | 32,238 | 0 | 32,238 | 63,517 |
| Total Expenses | <u>1,166,131</u> | <u>0</u> | <u>1,166,131</u> | <u>945,004</u> |
| Changes in in Net Assets | 494,061 | (6,160) | 487,901 | 256,060 |
| Net Assets - Beginning of Period | <u>1,025,278</u> | <u>63,000</u> | <u>1,088,278</u> | <u>832,218</u> |
| Net Assets - End of Period | <u>\$ 1,519,339</u> | <u>\$ 56,840</u> | <u>\$ 1,576,179</u> | <u>\$ 1,088,278</u> |

See Notes and Independent Auditor's Report

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

| | <u>Program Services</u> | <u>General and Administrative</u> | <u>Fund Raising</u> | <u>2021 Totals</u> | <u>2020 Totals</u> |
|---|-----------------------------|---------------------------------------|-------------------------|----------------------------|--------------------------|
| <u>Expenses:</u> | | | | | |
| Salaries and Wages | \$ 548,792 | \$ 74,093 | \$ 12,593 | \$ 635,478 | \$ 554,170 |
| Payroll Taxes | 46,835 | 6,199 | 1,101 | 54,135 | 42,273 |
| Employee Benefits | 17,301 | 1,051 | 78 | 18,430 | 18,702 |
| Supplies | 66,829 | 2,230 | 372 | 69,431 | 25,952 |
| Repair and Maintenance | 20,667 | 3,291 | 0 | 23,958 | 28,429 |
| Office | 12,712 | 6,141 | 1,099 | 19,952 | 17,167 |
| Utilities | 25,910 | 113 | 0 | 26,023 | 29,824 |
| Professional Fees | 23,846 | 1,720 | 192 | 25,758 | 23,795 |
| Insurance | 10,904 | 200 | 0 | 11,104 | 8,791 |
| Postage and Printing | 1,326 | 780 | 0 | 2,106 | 2,028 |
| Travel and Conferences | 15,522 | 0 | 0 | 15,522 | 8,672 |
| Merchant Account Fees | 0 | 0 | 3,264 | 3,264 | 1,142 |
| Depreciation | 14,536 | 147 | 0 | 14,683 | 12,275 |
| Auction Expenses | 0 | 0 | 13,539 | 13,539 | 32,910 |
| Inkind Expense - Occupancy | 61,750 | 0 | 0 | 61,750 | 64,800 |
| In Kind Expense - Program and Supplies | 170,998 | 0 | 0 | 170,998 | 74,074 |
| Total Expenses | <u>\$1,037,928</u> | <u>\$ 95,965</u> | <u>\$ 32,238</u> | <u>\$ 1,166,131</u> | <u>\$ 945,004</u> |

See Notes and Independent Auditor's Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Cash Flows
For The Years Ended June 30,

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2021 Totals</u> | <u>2020 Totals</u> |
|---|---|--|------------------------|------------------------|
| <u>Cash Flows from Operating Activities:</u> | | | | |
| Changes in Net Assets | \$ 494,061 | \$ (6,160) | \$ 487,901 | \$ 256,060 |
| <u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u> | | | | |
| Depreciation | 14,683 | 0 | 14,683 | 12,275 |
| (Increase) Decrease in Accounts Receivable | (4,347) | 0 | (4,347) | (19,923) |
| (Increase) Decrease in Prepaid Expenses | 1,770 | 0 | 1,770 | (4,475) |
| Increase (Decrease) in Accounts Payable | 1,455 | 0 | 1,455 | 260 |
| Increase (Decrease) in Accrued Payroll and Taxes | (1,905) | 0 | (1,905) | 12,508 |
| Increase (Decrease) in Other Current Liabilities | 4,826 | 0 | 4,826 | 663 |
| Total Adjustments | <u>16,482</u> | <u>0</u> | <u>16,482</u> | <u>1,308</u> |
| Net Cash Flows Provided (Used) by Operating Activities | <u>510,543</u> | <u>(6,160)</u> | <u>504,383</u> | <u>257,368</u> |
| <u>Cash Flows from Investing Activities:</u> | | | | |
| Acquisitions of Fixed Assets | (13,355) | 0 | (13,355) | (44,615) |
| Acquisitions of Investments | <u>(48,640)</u> | <u>0</u> | <u>(48,640)</u> | <u>0</u> |
| Net Cash Flows Provided (Used) by Investing Activities | <u>(61,995)</u> | <u>0</u> | <u>(61,995)</u> | <u>(44,615)</u> |
| <u>Cash Flows from Financing Activities:</u> | | | | |
| Proceeds from (Forgiveness of) Notes Payable PPP | <u>(112,100)</u> | <u>0</u> | <u>(112,100)</u> | <u>112,100</u> |
| Net Cash Flows Provided (Used) by Financing Activities | <u>\$ (112,100)</u> | <u>\$ 0</u> | <u>\$ (112,100)</u> | <u>\$ 112,100</u> |

-Continued on Next Page-

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Statements of Cash Flows
For The Years Ended June 30,

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2021 Totals</u> | <u>2020 Totals</u> |
|--|---|--|------------------------|------------------------|
| Net Increase (Decrease) in Cash and Equivalents | \$ 336,448 | \$ (6,160) | \$ 330,288 | \$ 324,853 |
| Cash and Equivalents - Beginning of Period | <u>1,001,952</u> | <u>63,000</u> | <u>1,064,952</u> | <u>740,099</u> |
| Cash and Equivalents - End of Period | <u>\$ 1,338,400</u> | <u>\$ 56,840</u> | <u>\$1,395,240</u> | <u>\$1,064,952</u> |
| <u>Cash Paid During the Period for:</u> | | | | |
| Interest | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> |
| Income Taxes | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> | <u>\$ 0</u> |
| <u>Non Cash Transactions During the Period:</u> | | | | |
| In Kind Contributions | <u>\$ 232,748</u> | <u>\$ 0</u> | <u>\$ 232,748</u> | <u>\$ 138,874</u> |

See Notes and Independent Auditors Report

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

Organization and Purpose:

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

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

Programs:

1. *Greater Derry Family Outreach* (GDFO), short term, in-home parenting education and counseling;
2. *Teen Information for Parenting Success* (TIPS), a support program for young parents;
3. *HiSet*, collaboration with Pinkerton Academy, the state's largest high school, for youth 16 – 21 getting ready to take the HISET test in order to achieve a high school equivalency diploma;
4. *Greater Derry Juvenile Diversion* (DGJD), an alternative to court for first time juvenile offenders;
5. *Adolescent Wellness Program* (AWP), a comprehensive program promoting adolescent wellness through educational programs (Challenge Course, Take Control), parent support and access to services;
6. *Family Wellness* – Parenting classes and support groups for parents;
7. *Parent and Caregiver Resource Line*;
8. *Young Adult Strategies* (YAS) – Services for young adults 18-25 with substance misuse and mental health needs

Services:

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

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

-Continued on Next Page-

THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 1 – Summary of Significant Accounting Principles:

Method of Accounting

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

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, which is until the stipulated time restriction ends or the purpose of the restriction is accomplished,

New Accounting Pronouncements

Topic 842

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. This new standard amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning after December 15, 2022. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

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THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents. At June 30, 2021 and 2020 the Organization had no cash equivalents

Accounts Receivable

Accounts receivable are reported net of an allowance for doubtful accounts. The allowance is based on management's estimate of the amount of receivables that will actually be collected. Management asserts that all receivables at June 30, 2021 and 2020 were collectible and therefore has not established an allowance for doubtful accounts.

Promises to Give

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

Income Taxes

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

The Organization has evaluated its tax positions for all open tax years. Management believes all tax positions taken would be upheld under examination. No provision for the effects of uncertain tax positions have been recorded for the years ended June 30, 2021 and 2020. The Organizations informational returns remain open to examination by taxing authorities for a period of three years.

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THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Fixed Assets

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

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

Accrued Compensated Absences

Employees of the Organization are entitled to paid vacations, holiday, sick, and personal days off, based on job classification, length of service, and other factors. The Organizations policy is to accrue all vacation time as earned, but to recognize the cost of sick and personal days compensated absences when actually paid to employees. Compensated absences for employees accrued at June 30, 2021 and 2020 totaled \$16,574 and \$21,555, respectively.

Donated Materials and Services

The Organization records the value of donated material and services when there is an objective basis to measure their value. Donated material and services for programs are recorded as in-kind donations in the financial statements at their estimated fair value on the date of receipt. Donated items for the annual auction are calculated at their fair value and reported in net proceeds from fundraising. The Organization also recognizes an estimate of contributed occupancy expenses since the program and office facility is leased for the Town of Derry at a rate of \$1 per year. Volunteers have donated a total of 1,465 hours in assisting the Organization with its fundraising, special projects and program services. Theses contributed services are critical to the success of the organization's mission, but do not meet the criteria for recognition in the financial statements.

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THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 1 - Summary of Significant Accounting Principles - Continued:

Functional Expenses

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

Investments

The Organization accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities.

NOTE 2 - Concentrations:

Revenue:

The Organization received 12.8% and 13.6% of its support from one source for the years ending June 30, 2021 and 2020, respectively. Management does not believe that this relationship will be terminated.

Cash:

The Organization maintains accounts with various commercial banks. Cash in these accounts may at times exceed the amounts insured by the Federal Deposit Insurance Corporation. Management does not consider these funds to be at significant risk.

NOTE 3 - Retirement Plan Expenses:

The Organization sponsors a 403(b) pension plan for its employees. Under the plan employees may voluntarily contribute up to the IRS maximum contribution. The contribution applies to individual accounts issued to each participant. The Organization does not regularly contribute to this plan. The Organization offers a Retirement Incentive Option to those employees who contribute a minimum of 3% or more of their annual pay into the Organization's 403(b) plan. After each year of contributing at least the minimum 3%, the Organization will deposit \$250 into the employee's retirement plan account for full time employees and \$125 for regular part time employees. Contributions made to the plan by the Organization for the years ended June 30, 2021 and 2020 were \$500 and \$750, respectively.

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THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 4 – Fundraising - Gaming:

Fundraising revenue is from regularly scheduled bingo and poker games and is reported net of fundraising expenses as follows at June 30,

| <u>2021</u> | <u>Bingo/ Lucky Seven</u> | <u>Poker</u> | <u>Total</u> |
|---------------------|-------------------------------|------------------|-------------------|
| Revenue – Gaming | \$ 486,131 | \$ 55,780 | \$ 541,911 |
| Expenses – Gaming | <u>(398,383)</u> | <u>(5,000)</u> | <u>(403,383)</u> |
| Net Income – Gaming | \$ <u>87,748</u> | \$ <u>50,780</u> | \$ <u>138,528</u> |
| | | | |
| <u>2020</u> | <u>Bingo/ Lucky Seven</u> | <u>Poker</u> | <u>Total</u> |
| Revenue – Gaming | \$ 310,515 | \$ 0 | \$ 310,515 |
| Expenses – Gaming | <u>(268,750)</u> | <u>(298)</u> | <u>(269,048)</u> |
| Net Income – Gaming | \$ <u>41,765</u> | \$ <u>(298)</u> | \$ <u>41,467</u> |

NOTE 5 – Net Assets:

Net assets without donor restrictions include net assets whose use is not restricted by donors.

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

Net assets restricted by time or purpose at June 30, were as follows:

| | <u>2021</u> | <u>2020</u> |
|--|------------------|------------------|
| Teen Information for Parenting Success | \$ 18,000 | \$ 28,000 |
| Adolescent Wellness | 20,000 | 20,000 |
| Juvenile Diversion | 9,167 | 0 |
| Equipment Purchase | 9,673 | 0 |
| Family Wellness - GDFO | <u>0</u> | <u>15,000</u> |
| Total net assets restricted by time or purpose | \$ <u>56,840</u> | \$ <u>63,000</u> |

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THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 6 – Lease Agreement:

The Organization occupies office and program space under a lease agreement with the Town of Derry which requires a payment of \$1 each February 1. The term of the lease is for twenty years through February 1, 2041. All utilities, repairs, maintenance and improvements are the responsibility of the Organization.

NOTE 7 – Liquidity:

The Organizations financial assets available within one year of the balance sheet date for general expenditures are as follows:

| | | |
|----------------------|--------|----------------------|
| Cash and Equivalents | \$ | 1,338,400 |
| Accounts Receivable | | 110,620 |
| Investment | | 48,640 |
| Total | \$ | <u>1,497,660</u> |

The Organization has \$1,497,660 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the balance sheet date. The association has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 8 – Note Pivable:

On April 21, 2020, the Organization received loan proceeds in the amount of \$112,100 under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Corona virus Aid, Relief and Economic Security Act (“CARES Act”), provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the business. The loans and accrued interest are forgivable after 24 weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminated employees or reduces salaries during the eight-week period. During the year ended June 30, 2021 the loan was forgiven.

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THE UPPER ROOM, A FAMILY RESOURCE CENTER
Notes to the Financial Statements
June 30, 2021 and 2020

NOTE 9 – Subsequent Events:

Subsequent events have been evaluated thru October 15, 2021, which is the date the financial statements were available to be released. Management has determined that there were no material events that would require disclosure in the Organizations financial statements through this date.

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

36 Tsienneto Road, Derry, NH 03038; (603) 437-8477 Updated: 3/8/2022 (sw)

The full board meets the 3rd Wednesday of every month at 6:30 PM. The Executive Committee meets the 1st Wednesday of the month at 6:30 PM. The Finance Committee meets quarterly with monthly reviews.

Brenda Guggisberg, Executive Director, (8/2016), 603-437-8477, bguggisberg@urteachers.org

Charlene Puzzo, President (9/2016), cpuzzoBOD@urteachers.org

Mat Solso, President Elect (09/2020) Director of Philanthropy, NH Community Loan Fund,
msolsoBOD@urteachers.org

Tyler Hall, Treasurer (3/2018) Accountant, thallBOD@urteachers.org

Robert St. Amand, Secretary (1/2020) Retired Business Owner, rstamandBOD@urteachers.org

Jeremy Lane (8/2013), Business Owner, jlaneBOD@urteachers.org

Jacob D Wiesmann, (6/2012) CFO Parkland Medical Center, jwiesmannBOD@urteachers.org

Emily Whalen, Past President (10/2015) Teacher / NEXT Charter School, ewhalenBOD@urteachers.org

Gale Stanley, (4/2010) Retired Special Ed. Teacher, gstanleyBOD@urteachers.org

Alexis Brophy (9/2016) RE/MAX Real Estate, abrophyBOD@urteachers.org

Robyn White, (10/2017) Physician, (Dr. Robyn Stewart), Women's Health Assoc. of Derry,
rwhiteBOD@urteachers.org

Elizabeth Bergeron, (12/2019) Director of Finance/Administration YWCA,
ebergeronBOD@urteachers.org

Matt Vasil, (1/2022) Baker, Newman, Noyes, mvasilBOD@urteachers.org

Elizabeth Graziano

Education:

- Master of Education
University of New Hampshire, 1997
- Bachelor of Science in Speech and Language Pathology
University of New Hampshire, 1992

Certifications/Trainings:

- Yoga and Mindfulness Certification
- Executive Function Coaching Certification
- SASSI Administration and Clinical Interpretation
- RENEW Facilitator Training- Transition Supports for Youth with Emotional and Behavioral Challenges-UNH School of Social Work
- CPI-Crisis Prevention Training- Pinkerton Academy

Experience:

Greater Derry Juvenile Diversion/CSLO Coordinator, Upper Room, Derry NH July 2021-Present

Coordinates the development of diversion contracts that address youth who have been charged with misdemeanor crimes. Facilitates community participation in the diversion process. Provides short term case management to those engaged in the program. Coordinates community service learning for youth between the ages of 13-18 to increase personal responsibility and repair in the community.

Take Control Facilitator-Upper Room, Derry NH 2021

Assist lead facilitator if additional staff is needed. Worked with lead facilitator to present education and counseling around understanding and managing anger. Develop relevant mindfulness strategies and introduce these interventions to the participants.

Challenge Facilitator- Upper Room, Derry, NH 2018-2021

Conduct intake interviews to obtain client histories and administer the SASSI to adolescents who have been referred to the Challenge program as a result of their involvement with drugs and alcohol. Facilitate the Challenge Course with a group of adolescents that targets education, problem solving and mindfulness as a means to decrease alcohol and drug use. Write comprehensive reports depicting the results of the SASSI and impressions after the completion of the Challenge Course.

Special Education Program Coordinator – Pinkerton Academy 2015-present

Develops comprehensive programming and instruction for students impacted by learning and emotional disabilities. Serves as PA representative at all special education meetings. Facilitates the development and implementation of remedial instruction and data collection. Coordinates testing for the special education department consisting of 550 identified students. Acts as program administrator for all technology based remedial programs (i.e. iReady). Develops and conducts pertinent training and department meetings. Supervises and evaluates staff.

Coordinator of Student Services/Special Education Teacher-Merrimack High School- 2012-2015

Served as department head for a special education staff consisting of 60 special education teachers and paraprofessionals. Served as LEA in all special education meetings including progress, IEP, and eligibility, evaluated paraprofessionals and special education teachers, developed and maintained a budget, coordinated ESY services, created staff schedules and participated in the building level leadership team.

Out of District Coordinator/ Court Liaison/Transition Coordinator- Raymond School District- 2005-2012

Determined the most appropriate out of district program for students in need of an alternative educational placement. Managed all aspects of their individual education programs, evaluations, transportation and ESY services. Served as court liaison and coordinated services with the juvenile justice system, mental health agencies and child and family services.

Special Education Teacher- 1997-2003

Served as a case manager and special education teacher for students with a myriad of identifications. Created and implemented programming in the resource room to target remedial skills and goal setting. Developed behavioral plans and alternative curriculum for students with emotional disabilities. Worked with counseling staff in order to implement a social skills program into the resource room. Conducted academic evaluations to determine present levels and develop instruction. Facilitated all special education meetings and completed all relevant documents according to the special education law.

Alice F. Major

CAPABILITY: Expert at collaborating with teachers and facilitating education programs for students, emphasizing building and cultivating strong community partnerships, and providing leadership that strengthens individuals, families, and the community.

PROFESSIONAL EXPERIENCE

2020 – CURRENT THE UPPER ROOM

Derry, NH

Teacher-HiSET Rejuvenate & Tutoring Lead

- Support HiSET Teacher in planning and implementing instruction, lessons, activities, and tutoring for Reading, Writing, Math, Science, Career, Health, and Social Studies
- Independently facilitate group instruction, as well as individual tutoring, to address specific academic needs and develop student knowledge and skills
- Provide workshops/activities/ideas to support social-emotional, transition to adulthood and wellness for students
- Effectively establish a positive rapport with students, parents, or school staff, being flexible to meet changing student needs
- Establish Clear boundaries and group norms for programs to ensure consistency
- Provide feedback regarding student progress, expectations, goals, and activities
- Assist with the organization of all tutoring services for students in need of assistance to include the intake coordinator and students in need of services to assure access to support
- Encourage, engage, motivate and support students in the learning process to ensure a positive classroom environment
- Prepare and support required reporting, attendance, documentation of programs
- Develop individual lesson tutoring plans that foster student self-confidence and career direction

2017 – 2020 TIMBERLANE REGIONAL HIGH SCHOOL

Plaistow, NH

Para-Educator and Assistant Track & Field Coach

- Assisted the teacher in general daily classroom activities,
- Helped special needs students, cared for their physical, emotional health and safety, affirming their abilities, and striving to promote dignity in all relationships.
- Assisted students in achieving academic success in Spanish, Health, Science, Math, Social Studies, and Learning Center classes.
- Worked with students one-on-one and in a group setting to help them with their comprehension and understanding of their classwork and homework

2014 – 2017 PLAISTOW PUBLIC LIBRARY

Plaistow, NH

Logistics & Community Education Liaison

- Facilitated the first partnership in the 24-year history of the Library with The Timberlane Regional School District and the Superintendent of the SAU 55.
- Authored and coordinated the first Annual Southern NH community-wide grant program entitled Community Stories: Soldiers Home & Away across nine towns, Timberlane Regional School District, Veterans groups, and local area businesses
- Produced 50 educational programs for Community Stories: Soldiers Home & Away, connecting over 1,000 attendees of civilian, adults, teens and children with the Veteran Community.
- Initiated a new mentoring program for middle and elementary school students called READING BUDDIES. This resulted in 37 students participating in the program from the middle and elementary schools.
- Served as the Library's Media Coordinator and Representative and generated interviews on CNN, WMIR and WGIR, Published articles in Eagle-Tribune, Union Leader, Tri-Town News, Hippo Press, and Carriage Town News.

- Established a Volunteer Coordinator Program by developing comprehensive, detailed roles/responsibilities and a formal policy and procedure manual. As a result, the library received hours of in-kind services monthly and an online sign-up of a coordinated volunteer program.
- Formed a partnership with the New Hampshire Army National Guard and secured a Blackhawk helicopter landing at the Timberlane Regional School to launch the project of Community Stories: Soldiers Home & Away. This resulted in 60 area Veterans attend the event and 300 Timberlane students tour the Helicopter.
- Successfully developed, implemented, and executed a strategic plan for the Veterans Services Fair and Closing Event. This included logistical buy-in and partnership with the Plaistow Chief of Police, Fire Chief and Superintendent of SAU 55, Boy Scouts Explorer Group of Sandown and Plaistow Community, and the Administration at the Timberlane Regional School District.
- Formed a Teen Advisory Board in the Middle and High schools and increase the number of youth patrons for the library.

2011 – 2014 AMERICAN RED CROSS OF NH

Concord, NH

Major Gift Officer

- Generated \$220,000 in grants & corporate donations from the Southern NH area year after year.
- Produced, managed the organization's first grant partnership with NH Homeland Security & FEMA, and trained 658 community members in safety and disaster preparedness.
- Developed a strategic campaign and volunteer outreach for the municipal market, increasing revenue generation by 20%.
- Created speakers circuit and spoke on behalf of the agency to numerous corporations, community organizations, schools, and municipalities.
- Established a strategic three-year Golf event, incorporating agency Board of Directors and leading Philanthropist in the community resulted in generating \$43,000 for the organization in net revenue.

2003 – 2011 HEAR in NEW HAMPSHIRE

Hooksett, NH

Director of Development

- Established successful grant proposals; resulted in generating millions of dollars in three years for the school. Average grants ranged in size from \$2,500 to \$160,000.
- Established the school's first partnership with local and state community groups: Dartmouth Hitchcock College, Southern NH University, Fight to Educate Committee and the Kiwanis, Rotary clubs throughout New Hampshire's towns and cities.
- Developed and solicited membership in the school's first Advisory Board Committee; resulted in having a membership comprised of: a surgeon from Dartmouth Hitchcock Hospital, vice president of Sovereign Bank, pediatrician, and internist at Southern NH Hospital, and Philanthropist from Merchants Automotive Group on the Board of Advisory Committee.
- Organized and directed press interviews, scripted agenda and talking points, and conducted follow-up activities with editors; resulted in having over 95% of all interviews published. Regularly published agency feature articles in local community media: WMUR, WGOT, WYCN, WGIR, WZID, WMUR's *Chronicle*, *The Boston Globe*, *The Union Leader*, and *The Nashua Telegraph*.

EDUCATION

BOSTON UNIVERSITY SCHOOL OF PUBLIC COMMUNICATION

Boston, MA

Bachelor of Science in Mass Communication

Alice Major- TUR -2

NORTHEASTERN UNIVERSITY

Boston, MA

Emergency Medical Technician-Paramedic
PROFESSIONAL DEVELOPMENT

| | |
|---|------|
| Youth Mental Health First Aid- Certification | 2021 |
| Connect Suicide Prevention Training: Modules | 2021 |
| CPR/AED/Narcan – Certification | 2020 |
| Standards of Quality FSNH/Family Strengthening & Support | 2020 |
| Trauma-Informed Care Practices- Certificate | 2020 |
| Appearance & Performance Enhancing Drugs and Substances | 2020 |
| Engaging Effectively with Parents | 2020 |
| Using Social and Emotional & Behavioral Assessments to Support MTSS | 2020 |
| Teaching Hope and Resilience for Students Experiencing Trauma | 2020 |
| Fundamentals of Coaching – Certification | 2019 |
| CPEI De-escalation -Certification | 2019 |
| Registered Behavior Technician (RBT) Training | 2017 |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: _____

Name of Program: The Upper Room

| BUDGET PERIOD: SFY 23 | | | | |
|---|--------------------------|----------|---------------------------------|--------------------------------|
| NAME | JOB TITLE | SALARY | PERCENT PAID FROM THIS CONTRACT | AMOUNT PAID FROM THIS CONTRACT |
| Liz Graziano | Program Coordinator | \$66,560 | 0.02% | \$1,664.00 |
| Alice Major | Program Coor/Facilitator | \$41,712 | 0.05% | \$2,836.00 |
| | | | 0.00% | |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$4,500.00 |

| BUDGET PERIOD: SFY XXX | | | | |
|---|-----------|--------|---------------------------------|--------------------------------|
| NAME | JOB TITLE | SALARY | PERCENT PAID FROM THIS CONTRACT | AMOUNT PAID FROM THIS CONTRACT |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$0.00 |

DEC29'21 AM 8:35 RCVD

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MAR

Lori A. Shibley
Commissioner

Katja S. Fox
Director

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

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

December 8, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into grant agreements with the Contractors listed below in an amount not to exceed \$20,000 for the provision of community-based programs that are designed for youth to develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Drug Forfeiture Funds).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|--|-------------|---------------|-----------------|
| Boys & Girls Club of Souhegan Valley, Inc. | 157080 | Milford | \$5,000 |
| United Way of Greater Nashua | 180062 | Nashua | \$5,000 |
| The Upper Room, A Family Resource Center | 174210 | Derry | \$5,000 |
| Cheshire Medical Center | 155405 | Keene | \$5,000 |
| | | Total: | \$20,000 |

Funds are available in the following account for State Fiscal Year 2022, 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.

05-95-92-920510-33860000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, DRUG FORFEITURE FUNDS

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|---------------------------|--------------|-----------------|
| 2022 | 102-500731 | Contracts for Program Svs | 92057312 | \$20,000 |
| | | | Total | \$20,000 |

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

EXPLANATION

The purpose of this request is develop youth-driven Tobacco Use Prevention programs that focus on activities that prevent youth from using tobacco products to improve quality of long-term life for the participants and to reduce lifetime health care expenses. The Contractors will develop and implement the Use Prevention programs ensuring Tobacco Use Prevention activities are led by youth and mentored by an adult. The programs will target youth from 10 to 20 years of age to provide information to reduce the number of youth under twenty-one (21) years of age that begin using tobacco products.

Approximately 3500 individuals will be served during State Fiscal Year 2022.

The Centers for Disease Control and Prevention (CDC) conducts a national survey called the Youth Risk Behavior Survey (YRBS) every two (2) years among representative samples of 9th through 12th grade students. According to the YRBS, 30-day tobacco use among youth declined from 12% in 2012 to 5.5% in 2019; however, many youth continue to use tobacco products, especially electronic nicotine devices such as vape products. The rates of use of all forms of tobacco use among New Hampshire youth is higher than national rates. 5.5% of New Hampshire youth reported smoking in the past 30 days compared to 4.6% of youth nationally, and 33.8% of New Hampshire youth respondents reported using e-cigarettes in the past 30 days compared to 4.6% nationally. The health care cost statewide due to tobacco use among individuals is estimated at \$729 million each year.

The Department will monitor services by tracking the following:

- The number of youth participating in the development and implementation of an activity.
- The number of youth participating in the implementation of the activity.
- The number of adult mentors participating in all efforts.

The Department selected the Contractors through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from June 23, 2021 through October 1, 2021. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit C, Revisions to Standard Grant Agreement Provisions, Section 1, Revisions to Grant Agreement, General Provisions, Subsection 1.1 of the attached agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, programs to prevent youth from using tobacco products may not be developed, and youth may not have access to supports and information to assist them to make healthy choices when they are considering using tobacco products.

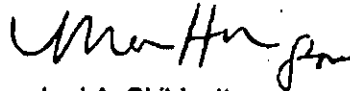
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Areas served: Statewide

Source of Funds: 100% Other Funds (Drug Forfeiture Funds).

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RGA-2022-BDAS-04-TOBAC
 Project Title Tobacco Use Prevention Programs for Youth

| | Maximum Points Available | The Boys and Girls Club | The Upper Room | United Way of Greater Nashua | Cheshire Medical Center |
|---------------------|--------------------------|-------------------------|----------------|------------------------------|-------------------------|
| Technical | | | | | |
| Need (Q1) | 35 | 33 | 33 | 30 | 34 |
| Plan (Q2) | 45 | 30 | 37 | 40 | 44 |
| Budget (Q3) | 20 | 12 | 5 | 19 | 18 |
| TOTAL POINTS | 100 | 78 | 75 | 89 | 96 |

Reviewer Name

1 Bill Burke

2 Ann Crawford

3 Susan Morrison

Title

 Prevention Services Unit, Administrator

 Regional Coordinator

 Program Specialist IV

Subject: Tobacco Use Prevention Programs for Youth (RGA-2022-BDAS-04-TOBAC-03)**GRANT AGREEMENT**

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

GENERAL PROVISIONS**1. Identification and Definitions.**

| | | | |
|---|--|--|---|
| 1.1. State Agency Name New Hampshire Department of Health & Human Services | | 1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3. Grantee Name THE UPPER ROOM, A FAMILY RESOURCE CENTER | | 1.4. Grantee Address 36 Tsienneto Rd, Derry, NH 03038 | |
| 1.5. Grantee Phone Number 603-437-8477 | 1.6. Account Number 05-95-92-920510-33850000 | 1.7. Completion Date June 30, 2022 | 1.8. Grant Limitation \$5,000 |
| 1.9. Grant Officer for State Agency Nathan D. White, Director | | 1.10. State Agency Telephone Number (603) 271-9631 | |
| 1.11. Grantee Signature DocuSigned by: <i>Brenda Guggisberg</i> 10/25/2021 | | 1.12. Name & Title of Grantee Signor Brenda Guggisberg Executive Director | |
| 1.14. State Agency Signature(s) DocuSigned by: <i>Katja S. Fox</i> 10/26/2021 | | 1.15. Name & Title of State Agency Signor(s) Katja S. Fox Director | |
| 1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By: <i>J. Christopher Marshall</i> Assistant Attorney General, On: 10/26/2021 | | | |
| 1.17. Approval by Governor and Council (if applicable) By: _____ On: / / | | | |

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date, and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA: RETENTION OF DATA: ACCESS.**
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
- 11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

OS
 Grantee Initials **BG**
 Date **10/25/2021**

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

Scope of Services

1. Statement of Work

- 1.1. The Grantee shall develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products in their communities.
- 1.2. The Grantee shall implement the tobacco use prevention program ensuring tobacco use prevention activities are led by youth, and mentored by an adult, targeting youth from ten (10) to twenty (20) years of age in order to affect the number of youth under the age of twenty-one (21) years that begin using tobacco products.
- 1.3. The Grantee shall work with the youth-led tobacco use prevention program in a manner that can lead to important environmental and social norm changes as it relates to the use of tobacco.
- 1.4. The Grantee shall assist the tobacco use prevention program with outreach and intervention techniques in a manner that assists youth in speaking with their peers regarding the harms of using tobacco products.
- 1.5. The Grantee shall ensure the tobacco use prevention program includes activities to promote program participation for youth and young adults, including sponsoring weekly three (3) hour meetings facilitated by Community Services Learning Opportunities
- 1.6. The Grantee shall develop and implement a year-long youth-led tobacco use prevention campaign tobacco use prevention through Community Services Learning Opportunities, to be approved by the Department. Youth participants will develop, implement, and lead anti-tobacco activities which may include, but are not limited to:
 - 1.6.1. Creating and distributing a press release about the negative impacts of tobacco use among youth that focuses on prevention, cessation, and support strategies.
 - 1.6.2. Creating a podcast with youth about the importance of not using tobacco products.
 - 1.6.3. Collaborating with community professionals to help support the project.
 - 1.6.4. Assembling awareness rack cards that provide information about tobacco prevention and cessation and distributing rack cards strategically as determined by youth, based on previous communications with professionals.
 - 1.6.5. Developing community messaging and disseminating materials through a variety of venues.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

1.6.6. Developing a social media awareness campaign utilizing materials from the Centers for Disease Controls and Campaign for Tobacco-Free Kids.

2. Exhibits Incorporated

2.1. The Grantee shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

3. Reporting Requirements

- 3.1. The Grantee shall submit quarterly reports that include, but are not limited to:
- 3.1.1. Number and type of activities implemented in the last quarter.
 - 3.1.2. Number of individuals participating by activity, including aggregate demographic information to include: age, sexual identify, race, and ethnicity.
 - 3.1.3. Outcome of activities including but not limited to successes, including testimonials or other feedback and challenges.

4. Performance Measures

- 4.1. The Department will monitor Grantee performance by:
- 4.1.1. The number of youth participating in the development and implementation of an activity.
 - 4.1.2. The number of youth participating in the implementation of the activity.
 - 4.1.3. The number of adult mentors participating in all efforts.
- 4.2. The number of peers recruited and retained to help raise awareness of tobacco prevention and cessation resources.
- 4.3. The Grantee shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.4. The Grantee may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Grantee shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
- 5.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

6. Records

6.1. The Grantee shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Grantee 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 Grantee.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth**



EXHIBIT B

Payment Terms

1. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. The Grantee agrees that funding under this Grant Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
2. This Agreement is funded by 100% Other funds (Governor Commission funds).
3. The Grantee shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
4. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with the Exhibit B-1, Budget.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Jill Burke
Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
7. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
8. Notwithstanding anything to the contrary herein, the Grantee 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.
9. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

RG-2022-BDAS-04-TOBAC-03

Exhibit B

Grantee Initials

DS
BG

THE UPPER ROOM, A FAMILY RESOURCE CENTER

Page 1 of 2

Date

10/25/2021

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth**



EXHIBIT B

-
- 10.1. The Grantee is required to submit an annual audit to the Department if any of the following conditions exist:
 - 10.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 10.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 10.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 10.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 10.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
 - 10.4. In addition to, and not in any way in limitation of obligations of the Grant Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Grant Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Budget System ID: 000000-00-000-00000000000000

Table B-1 Output

| New Hampshire Department of Health and Human Services | | | | | | | | | | | |
|--|--------------------|-----------|-----------|-------------------------|-----------|-----------|------------------------------|-----------|-----------|-----------|--|
| Continental Item: THE UPPER ROOM, A FAMILY RESOURCE CENTER | | | | | | | | | | | |
| Project Title: Tobacco Use Prevention Programs for Youth | | | | | | | | | | | |
| Budget Period: SFY 2002 | | | | | | | | | | | |
| Line Item | Total Program Cost | | | Continental Item (MAGS) | | | Funded by 20021 General Fund | | | | |
| | Budget | Actual | Year | Budget | Actual | Year | Budget | Actual | Year | | |
| 1. Direct Salaries/Fees | 1,200,000 | 811,000 | 1,200,000 | 811,000 | 811,000 | 1,200,000 | 811,000 | 811,000 | 811,000 | 811,000 | |
| 2. Contract Services | 1,200,000 | 240,000 | 1,200,000 | 240,000 | 240,000 | 1,200,000 | 240,000 | 240,000 | 240,000 | 240,000 | |
| 3. Materials | - | - | - | - | - | - | - | - | - | - | |
| 4. Printing | - | - | - | - | - | - | - | - | - | - | |
| 5. Travel | - | - | - | - | - | - | - | - | - | - | |
| 6. Other | - | - | - | - | - | - | - | - | - | - | |
| 7. Contingency | - | - | - | - | - | - | - | - | - | - | |
| 8. Capital Expenses | 1,000,000 | - | 1,000,000 | 1,000,000 | - | 1,000,000 | - | 1,000,000 | - | 1,000,000 | |
| 9. Depreciation | - | - | - | - | - | - | - | - | - | - | |
| 10. Other | - | - | - | - | - | - | - | - | - | - | |
| 11. Total | 3,400,000 | 1,051,000 | 3,400,000 | 1,051,000 | 1,051,000 | 3,400,000 | 1,051,000 | 1,051,000 | 1,051,000 | 1,051,000 | |

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth**



EXHIBIT C

REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

1.1. Paragraph 4, Effective Date/Completion of Services, is amended by adding Subparagraph 4.3 as follows:

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

1.2. Paragraph 11 is amended by adding Subparagraph 11.2, Section 11.2.5 to read as follows:

11.2.5 To the extent that it is determined that any eligibility awards have been improperly determined on criteria that is not an allowable cost under the Drug Forfeiture Funds, recoup the amount of the ineligible assistance provided.

1.3. Paragraph 15, Assignment and Subcontracts, is amended by adding Subparagraph 15.1 as follows:

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

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

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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

New Hampshire Department of Health and Human Services

Exhibit D

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.).

New Hampshire Department of Health and Human Services

Exhibit D

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

New Hampshire Department of Health and Human Services

Exhibit D

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 D

DHHS Information Security Requirements



- a. 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 - 308. 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

New Hampshire Department of Health and Human Services

Exhibit D

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

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

This Amendment to the Tobacco Use Prevention Programs for Youth Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Makin' It Happen Coalition for Resilient Youth, Inc. ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Department of Health and Human Services, on July 12, 2021, the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, Paragraph 20 and Exhibit C, Revisions to Standard Grant Agreement Provisions, Paragraph 1, Revisions to Grant Agreement, General Provisions, Subparagraph 1.1., the Grant Agreement 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 Grant Agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:
\$10,000.
3. Modify Exhibit B, Payment Terms, Paragraph 4, to read:
 4. The Grantee shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Grantee shall:
 - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
 - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
4. Add Exhibit B-1, Amendment 1, Budget, which is attached hereto and incorporated by reference herein.

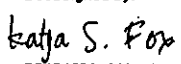
All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/7/2022

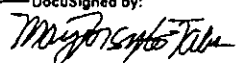
Date

DocuSigned by:

500D05804C83442
Name: Katja S. Fox
Title: Director

Makin' It Happen Coalition for Resilient Youth, Inc.

6/6/2022

Date

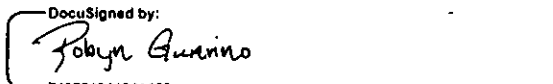
DocuSigned by:

132C2048A203400
Name: Mary Forsythe-Taber
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

6/8/2022

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Budget

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

Contractor Name: Makin' It Happen Coalition for Resilient Youth, Inc.

Budget Request for: Tobacco Use Prevention Programs for Youth

Budget Period: SFY 2023

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|--------------------|-------------|--------------------|--------------------------|-------------|-------------|-------------------------------|-------------|--------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 2,180.00 | \$ - | \$ 2,180.00 | \$ - | \$ - | \$ - | \$ 2,180.00 | \$ - | \$ 2,180.00 |
| 2. Employee Benefits | \$ 429.84 | \$ - | \$ 429.84 | \$ - | \$ - | \$ - | \$ 429.84 | \$ - | \$ 429.84 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 710.16 | \$ - | \$ 710.16 | \$ - | \$ - | \$ - | \$ 710.16 | \$ - | \$ 710.16 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ - | \$ - | \$ 200.00 | \$ - | \$ 200.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Stipend/Meeting expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Cultural/Linguistic Support | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 |

Indirect As A Percent of Direct 0.0%

State of New Hampshire

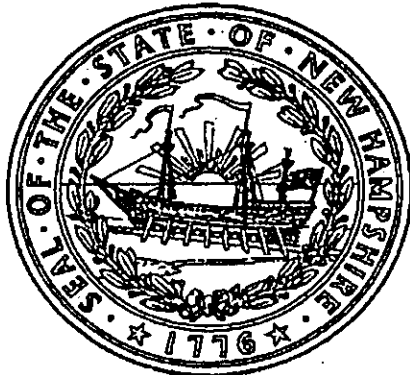
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAKIN' IT HAPPEN COALITION FOR RESILIENT YOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2013. 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: 691663

Certificate Number: 0005756454



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Laurie A. Warnock, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)


1. I am a duly elected Clerk/Secretary/Officer of: Makin' It Happen Coalition for Resilient Youth, Inc.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 2, 2022, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mary Forsythe Taber (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Makin' It Happen Coalition for Resilient Youth, Inc to enter into contracts or
(Name of Corporation/ LLC)
agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 6/2/2022



Signature of Elected Officer
Name: Laurie A. Warnock
Title: President, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2022

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

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

| PRODUCER Phone: 978-474-0810 Fax: 978-474-0890 SAMEL INSURANCE AGENCY, INC. 15 CENTRAL STREET ANDOVER MA 01810 | CONTACT NAME: Samel Insurance Agency, Inc. PHONE (A/C No, Ext): 978-474-0810 FAX (A/C No): 978-474-0890 E-MAIL ADDRESS: info@samel-ins.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|------------------------------------|--|--|--|-------------|--|------------|--|-------------|--|-------------|--|
| INSURED MAKIN' IT HAPPEN FOR RESILIENT YOUTH INC ONE SUNDIAL AVE SUITE 219N MANCHESTER NH 03103 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Ins Co</td> <td></td> </tr> <tr> <td>INSURER B : Benchmark Ins Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Nautilus Ins Co | | INSURER B : Benchmark Ins Company | | INSURER C : | | INSURER D: | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Nautilus Ins Co | | | | | | | | | | | | | | | |
| INSURER B : Benchmark Ins Company | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 65422** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | NN1276403 | 07/01/21 | 07/01/22 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED. EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | PRODUCTS - COMP/OP AGG \$ Included |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | BRX10174903 | 01/22/22 | 01/22/23 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (per accident) \$ |
| | | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT \$ 500,000 |

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

Operations Usual to a Community Organization
 Officers, Roy Mark and Brian Harrison are Excluded from the Workers Compensation Policy
 \$500 Deductible for Bodily Injury Liability and Property Damage Liability Combined Per Claim

| | |
|---|---|
| CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Attention: | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> Jonathan M. Samel </div> |
|---|---|

MAKIN' IT *Happen*

Makin' It Happen is on a mission! ...to create a coordinated response among individuals, organizations, businesses and communities to promote behaviors that measurably improve the overall health and well-being of our youth, families and communities with a focus on alcohol, tobacco and other drug prevention and mental wellness.

Follow our journey: www.makinithappen.org

Makin' It Happen

Profit and Loss

January 2018 - December 2021

| | JAN - DEC 2018 | JAN - DEC 2019 | JAN - DEC 2020 | JAN - DEC 2021 | TOTAL |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| Income | | | | | |
| 40000 Billable Expense Income | 6,557.92 | | | | \$6,557.92 |
| 40100 Donor Contributions | 45,454.32 | 68,422.48 | 235,787.29 | 341,617.75 | \$691,281.84 |
| 40200 Employee Benefits Income | 24,979.31 | 16,174.22 | 11,676.73 | 17,727.98 | \$70,558.24 |
| 40400 Grant Income | 55,309.73 | 7,459.60 | 139,898.33 | | \$202,667.66 |
| 40600 Reimbursed Expenses Income | 43,194.27 | 47,070.38 | 12,967.33 | 55,838.75 | \$159,070.73 |
| 40700 Salary Income | 130,394.09 | 154,206.46 | 75,210.00 | 151,630.50 | \$511,441.05 |
| 40800 Sales of Product Income | | 150.00 | | | \$150.00 |
| 42000 Unrestricted Income | | 24,999.00 | 20,000.00 | 750.00 | \$45,749.00 |
| Total Income | \$305,889.64 | \$318,482.14 | \$495,539.68 | \$567,564.98 | \$1,687,476.44 |
| GROSS PROFIT | \$305,889.64 | \$318,482.14 | \$495,539.68 | \$567,564.98 | \$1,687,476.44 |
| Expenses | | | | | |
| 60000 Bank Charges | 59.00 | 62.00 | 84.95 | 36.00 | \$241.95 |
| 60400 Current Expenses | 3,491.97 | 5,091.99 | 16,903.90 | 32,794.13 | \$58,281.99 |
| 60500 Contributions | | 400.00 | | | \$400.00 |
| 60700 Dues and Subscriptions | 2,030.00 | 895.00 | | | \$2,925.00 |
| 60950 Grant Management/Adm | 1,322.96 | | | | \$1,322.96 |
| 61100 Insurance | 16,377.36 | 15,089.75 | 1,804.02 | 2,780.25 | \$36,051.38 |
| 61300 Legal & Professional Fees | 2,760.00 | 10,043.43 | 6,311.08 | 7,150.00 | \$26,264.51 |
| 61400 Management Fee | 1,588.52 | 1,133.94 | 1,686.00 | 985.20 | \$5,393.66 |
| 61500 Marketing | 8,167.50 | 11,522.39 | 5,610.87 | 12,833.07 | \$38,133.83 |
| 61700 Meals and Entertainment | 362.92 | 245.82 | | | \$608.74 |
| 61900 Occupancy | 10,075.18 | | | 111.48 | \$10,186.66 |
| 61920 Electric | 1,424.88 | 3,312.05 | 2,920.74 | 3,049.25 | \$10,706.92 |
| 61940 Heating Oil | 627.67 | 2,473.71 | 155.00 | 148.26 | \$3,404.64 |
| 61945 Lawn/Building Maintenance | 525.00 | 700.00 | 3.99 | | \$1,228.99 |
| 61950 Rent or Lease | 9,600.00 | 24,724.00 | 19,210.30 | 22,647.93 | \$76,182.23 |
| 61970 Telephone | 3,026.53 | 2,929.93 | 5,146.36 | 5,070.35 | \$16,173.17 |
| Total 61900 Occupancy | 25,279.26 | 34,139.69 | 27,436.39 | 31,027.27 | \$117,882.61 |
| 62000 Office Expenses | 2,939.97 | 3,384.10 | -130.04 | 162.62 | \$6,356.65 |
| 62100 Other Expenses | 8,165.39 | 100.00 | | | \$8,265.39 |
| 62200 Payroll Expenses | | 49,594.22 | 2,661.82 | 2,757.72 | \$55,013.76 |
| 62210 Employee Benefits | 15,189.31 | 6,538.54 | -1,241.47 | | \$20,486.38 |
| 62220 Employer Payroll Taxes | 32,926.06 | 51,937.40 | 67,456.05 | 72,173.23 | \$224,492.74 |
| 62230 Salaries | 162,362.19 | 99,504.66 | 206,090.54 | 226,239.57 | \$694,196.96 |
| Total 62200 Payroll Expenses | 210,477.56 | 207,574.82 | 274,966.94 | 301,170.52 | \$994,189.84 |
| 62300 Postage and Delivery | | | | 94.05 | \$94.05 |
| 62400 Professional Event Fees | 135.00 | | | 81.35 | \$216.35 |
| 63000 Refreshments for Trainings | 76.49 | 67.50 | | | \$143.99 |
| 63200 Repair & Maintenance | | 2,303.87 | | | \$2,303.87 |
| 63300 SAP - Supervision | 450.00 | 600.00 | | | \$1,050.00 |

Makin' It Happen

Profit and Loss

January 2018 - December 2021

| | JAN - DEC 2018 | JAN - DEC 2019 | JAN - DEC 2020 | JAN - DEC 2021 | TOTAL |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| 63400 Software | 792.89 | 99.00 | 295.50 | 1,085.92 | \$2,273.31 |
| 63500 Sponsorship | 400.00 | | | | \$400.00 |
| 63600 Staff Education and Training | 1,930.50 | 7,363.54 | 73,120.63 | 12,835.52 | \$95,250.19 |
| 63700 Subcontract/Agreement | 310.00 | | | | \$310.00 |
| 63800 Subcontractors | 17,340.21 | 17,047.02 | 26,311.56 | 56,974.00 | \$117,672.79 |
| 63900 Supplies | 133.68 | 3,247.56 | 7,337.69 | 11,888.12 | \$22,607.05 |
| 64000 Taxes & Licenses | | 17.45 | | | \$17.45 |
| 64200 Travel | 4,793.55 | 2,620.76 | 939.82 | 874.97 | \$9,229.10 |
| 64500 Utilities | | 796.77 | | | \$796.77 |
| Total Expenses | \$309,384.73 | \$323,846.40 | \$442,679.31 | \$472,772.99 | \$1,548,683.43 |
| NET OPERATING INCOME | \$ -3,495.09 | \$ -5,364.26 | \$52,860.37 | \$94,791.99 | \$138,793.01 |
| Other Expenses | | | | | |
| 90000 Ask My Accountant | | | 1,156.79 | | \$1,156.79 |
| Total Other Expenses | \$0.00 | \$0.00 | \$1,156.79 | \$0.00 | \$1,156.79 |
| NET OTHER INCOME | \$0.00 | \$0.00 | \$ -1,156.79 | \$0.00 | \$ -1,156.79 |
| NET INCOME | \$ -3,495.09 | \$ -5,364.26 | \$51,703.58 | \$94,791.99 | \$137,636.22 |

Makin' It Happen

Balance Sheet

As of December 31, 2021

| | JAN - DEC 2018 | JAN - DEC 2019 | JAN - DEC 2020 | JAN - DEC 2021 |
|--|--------------------|--------------------|---------------------|---------------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Bank Accounts | | | | |
| 10000 Citizens Checking - 9842 | 24,323.24 | 18,956.09 | 76,107.52 | 165,935.51 |
| 10100 Citizens Checking - 3862 | 477.00 | 3,153.00 | 10,119.00 | 15,083.00 |
| Total Bank Accounts | \$24,800.24 | \$22,109.09 | \$86,226.52 | \$181,018.51 |
| Accounts Receivable | | | | |
| 12000 Accounts Receivable (A/R) | 15,086.96 | 12,413.85 | 0.00 | 0.00 |
| Total Accounts Receivable | \$15,086.96 | \$12,413.85 | \$0.00 | \$0.00 |
| Other Current Assets | | | | |
| 16000 Prepaid Expenses | 7,200.00 | 7,200.00 | 7,200.00 | 7,200.00 |
| 16500 Security Deposit | 1,200.00 | 1,200.00 | 1,200.00 | 1,200.00 |
| 17100 Undeposited Funds | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Other Current Assets | \$8,400.00 | \$8,400.00 | \$8,400.00 | \$8,400.00 |
| Total Current Assets | \$48,287.20 | \$42,922.94 | \$94,626.52 | \$189,418.51 |
| Fixed Assets | | | | |
| 18000 Furniture and Equip | | | | |
| 18100 Cost | 12,711.04 | 12,711.04 | 12,711.04 | 12,711.04 |
| 18999 Accumulated Depreciation | -2,358.00 | -2,358.00 | -2,358.00 | -2,358.00 |
| Total 18000 Furniture and Equip | 10,353.04 | 10,353.04 | 10,353.04 | 10,353.04 |
| Total Fixed Assets | \$10,353.04 | \$10,353.04 | \$10,353.04 | \$10,353.04 |
| TOTAL ASSETS | \$58,640.24 | \$53,275.98 | \$104,979.56 | \$199,771.55 |
| LIABILITIES AND EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | | | | |
| Accounts Payable | | | | |
| 20000 Accounts Payable (A/P) | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Accounts Payable | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other Current Liabilities | | | | |
| 21000 Deferred Income | 0.00 | 0.00 | 0.00 | 0.00 |
| 23000 Direct Deposit Payable | 0.00 | 0.00 | 0.00 | 0.00 |
| 24000 Due to Mary Forsythe-Taber | 0.00 | 0.00 | 0.00 | 0.00 |
| 25000 Payroll Tax Payable | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Other Current Liabilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Current Liabilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Liabilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equity | | | | |
| 31000 Unrestricted Net Assets | 62,135.33 | 58,640.24 | 53,275.98 | 104,979.56 |
| Net Income | -3,495.09 | -5,364.26 | 51,703.58 | 94,791.99 |
| Total Equity | \$58,640.24 | \$53,275.98 | \$104,979.56 | \$199,771.55 |
| TOTAL LIABILITIES AND EQUITY | \$58,640.24 | \$53,275.98 | \$104,979.56 | \$199,771.55 |

Makin It Happen Coalition for Resilient Youth, Inc. – FY21

| BOARD MEMBER | TERM | POSITION | SECTOR | Affiliation | CONTACT NUMBER | ADDRESS |
|---|--------|--|-------------------------|---|----------------|------------|
| Laurie Warnock | 3 year | President | Business | New England Poison Control | [REDACTED] | [REDACTED] |
| OPEN | | Vice President | | | | |
| Jessica Bennett <i>2021 renewed</i> | 1 year | Secretary | Education | Bedford School District | [REDACTED] | [REDACTED] |
| OPEN | | Treasurer | | | | |
| Eva Castillio-Turgeon <i>2021 renewed</i> | 1 year | Member | Business | NH Alliance for Immigrants and Refugees | [REDACTED] | [REDACTED] |
| Garth Corriveau <i>2021 renewed</i> | 1 year | Member | Business | Lawyer | [REDACTED] | [REDACTED] |
| Beth Boucher <i>2021 renewed</i> | 1 year | Member | Health | NH DHHS | [REDACTED] | [REDACTED] |
| <i>To be named Q2 meeting (Brian O'Keefe retired in May)</i> | 1 year | Member | Safety/Law Enforcement | Manchester Police Department | [REDACTED] | [REDACTED] |
| Michele Sheppard/ Troy Laprise <i>Renewal to be confirmed</i> | 1 year | Member | Community/ Education | The Granite YMCA | [REDACTED] | [REDACTED] |
| <i>Christine Roy</i> | 1 year | <i>Nominated, to be confirmed at June 2021 BOD meeting</i> | Community/ Family | Parent | | |
| OVERSIGHT | | | | | | |
| Anna Thomas Phil Alexako | | Fiscal Agent for State initiatives (SMP/CoC/YA) | Health | Director Grant Manager | [REDACTED] | [REDACTED] |
| STAFF | | | | | | |
| Mary Forsythe-Taber | | Executive Director | | Executive Director | [REDACTED] | [REDACTED] |
| Brian Mooney | | Staff member | | Community of Care | [REDACTED] | [REDACTED] |
| Jane Elen Skantze | | Staff member | | Community Engagement Manager | [REDACTED] | [REDACTED] |
| Debbie Baird | | Staff member | | Resiliency Essentials Coordinator | [REDACTED] | [REDACTED] |

*For security reasons, these members are listed under their organization's addresses

Deborah A. Baird

PROFESSIONAL SUMMARY

Reliable, energetic and resourceful support and community education professional with 13 years of experience in providing 1:1 outreach to individuals and families of survivors of suicide loss and attempt survivors. Adept in working with and advocating for at-risk populations and educating and training in suicide prevention and postvention programs with schools/first responders/law enforcement/and medical professionals and community-based youth and young adult serving organizations. Exceptional communication and relationship-building skills. Innovative with new methods and ideas to make improvements with internal and external ways of operation. Excellent collaborator with key organizations in the mental health and suicide prevention fields of NH. Able to evaluate and identify key issues and form action steps for solution-based situations. Self-motivated with willingness to learn and possess excellent organizational skillset.

WORK EXPERIENCE

Makin' It Happen Coalition, Manchester, NH 9/2020 – Current
Resiliency Essentials Coordinator

- Lead, train, and facilitate in QPR -Question, Persuade, and Refer suicide prevention program /Youth Mental Health First Aid /Teen Mental Health First Aid /and substance use disorder prevention, within the greater Manchester region and school system.
- Oversee and implement the coordination of all trainings, for youth, young adults, schools, and community in mental health and suicide prevention.
- Implement and support related state and federal grant activities.
- Work to foster with Young Adults and implement solution-based videos and podcasts for communities.

National Alliance on Mental Illness New Hampshire (NAMI NH), Concord, NH 3/2014 - 3/2020
Prevention & Community Support Specialist

- Lead trainer and facilitator for the NAMI NH Connect Suicide Prevention /Postvention programs, with youth /young adults/ and adults.
- Implemented, organized and facilitated in state /out of state Survivor Voices Speaker Train the trainer program.
- Participated in other suicide prevention initiatives such as State Suicide Prevention Council and Co-chair for the Annual Suicide Prevention Conference, and the Youth Suicide Prevention Assembly (YSPA).
- Developed and maintained the annual State Suicide Prevention report and annual SOSL Newsletter for survivors of suicide loss for state community partners.
- Promptly responded and provided on-call 24/7 to survivor of suicide loss individuals and family inquiries, in person/ phone /email /social media.
- Lead Captain for Team SOS (Survivors of Suicide Loss) for NAMI NH Walks.
- Built 80% capacity for Survivor of Suicide Loss Support Groups, with implementing monthly support and guidance for the support group facilitators.
- Instrumental in organizing annually 8-10 International Survivors of Suicide Loss Day (ISOSL) sites for the American Foundation for Suicide Prevention (AFSP).

Licensed Real Estate Broker for NH & VT

- NH – Concord Board of Realtors - Exit Realty, Concord, NH 5/2010 – 3/2014
- VT - Northeast Kingdom – Coldwell Banker All Seasons Realty, Lyndonville, VT 5/2004 – 7/2009

PROFESSIONAL SKILLS

- Strong in Microsoft word, PowerPoint and Excel
- Time-management
- Meeting deadlines
- Written and Verbal communication skills
- Work Ethic and Professionalism
- Team work and Collaboration

OTHER RELATED SUICIDE PREVENTION ACTIVITIES

- Co-chair for the Survivors of Suicide Loss (SOSL) Sub-committee for the NH Suicide Prevention Council (SPC).
- A member of the NH SPC Communications Sub-committee.
- For 12 years to present a co-facilitator of the Concord Survivors of Suicide Loss Support Group.
- American Foundation for Suicide Prevention NH Chapter (AFSP) Board Member, Programs Coordinator, and a Healing Conversations team member.
- Host the Concord AFSP International Survivor of Suicide Loss Day (ISOSL) event every year. In 2021 hosted the New England Virtual AFSP-ISOSL Day event.
- Fundraise and volunteer for the AFSP OD Walk in Concord every year.
- QPR, Question, Persuade, Refer Suicide Prevention Instructor.
- Mental Health First Aid Instructor for Adults, Youth Mental Health First Instructor and Teen Mental Health First Aid Instructor.
- NAMI NH Connect Trainer.

EDUCATION

Fall of 2021 started my BA degree in Human Services at Southern NH University

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary Amount Paid from this Contract |
|-------------|-----------------------------------|---------------------------------------|
| Debra Baird | Resiliency Essentials Coordinator | \$2,160.00 |
| | | |
| | | |
| | | |
| | | |
| | | |



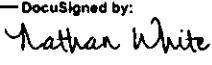
Subject: Tobacco Use Prevention Programs for Youth (RGA-2022-BDAS-01-TOBAC-01)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|---|--|--|---|
| 1.1. State Agency Name New Hampshire Department of Health & Human Services | | 1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3. Grantee Name Makin' It Happen Coalition for Resilient Youth, Inc. | | 1.4. Grantee Address One Sundial Avenue, Suite 219N Manchester, NH 03103 | |
| 1.5. Grantee Phone Number 603-836-6266 | 1.6. Account Number 05-95-92-920510-33850000 | 1.7. Completion Date June 30, 2022 | 1.8. Grant Limitation \$5,000 |
| 1.9. Grant Officer for State Agency Nathan D. White, Director | | 1.10. State Agency Telephone Number (603) 271-9631 | |
| 1.11. Grantee Signature DocuSigned by:  7/12/2021 | | 1.12. Name & Title of Grantee Signor Mary Forsythe-Taber Executive Director | |
| 1.14. State Agency Signature(s) DocuSigned by:  7/12/2021 | | 1.15. Name & Title of State Agency Signor(s) Katja Fox Director | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable) By: Assistant Attorney General, On: / / | | | |
| 1.17. Approval by Governor and Council (if applicable) Department Approval DocuSigned by: By:  On: 7/13/2021 | | | |

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

- 3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
- 7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- 8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. DATA: RETENTION OF DATA: ACCESS.
- 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
- 11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice suspending the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
- 19. 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 first above given.
- 20. 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 Council of the State of New Hampshire.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22. 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.
- 23. 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.
- 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

Scope of Services

1. Statement of Work

- 1.1. The Grantee shall develop and implement youth-led and youth-powered tobacco use prevention strategies in order to prevent and reduce youth access to and use of tobacco products in the Greater Manchester region.
- 1.2. The Grantee shall implement the Tobacco Use Prevention program ensuring Tobacco Use Prevention activities are led by youth, and mentored by an adult targeting youth from 10 to 20 years of age in order to impact the number of youth under the age of 21 years that begin using tobacco products.
- 1.3. The Grantee shall ensure the implemented Tobacco Use Prevention program is supported and encouraged by other adults within the community, even when support is not available within the home.
- 1.4. The Grantee shall work with the youth-led Tobacco Use Prevention program in a manner that can lead to important environmental and social norm changes.
- 1.5. The Grantee shall assist the youth-driven and youth-led Tobacco Use Prevention program to ensure the program has access to support and tools to speak with retailers regarding:
 - 1.5.1. The harm of advertising tobacco products to youth; and
 - 1.5.2. The importance of requesting proof of age from any individual purchasing tobacco products, as required by NH Revised Statutes Annotated (RSA) 126-K:3, to confirm the individual purchasing tobacco products is at least 21 years of age.
- 1.6. The Grantee shall assist the Tobacco Use Prevention program with outreach and intervention techniques in a manner that assists youth in speaking with other youth regarding the harms of using tobacco products.
- 1.7. The Grantee shall ensure the Tobacco Use Prevention program includes activities to promote program participation for other youth and young adults.
- 1.8. The Grantee shall develop and implement a Tobacco Use Prevention program, as approved by the Department, that include youth-led anti-tobacco activities that include, but are not limited to:
 - 1.8.1. Creating and distributing a press release about the negative impacts of tobacco use that focuses on prevention, cessation, and support strategies.
 - 1.8.2. Creating a podcast with youth about the importance of not using tobacco products.
 - 1.8.3. Communicating with community professionals that can help support the project.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 1.8.4. Assembling awareness rack cards that provide information about tobacco prevention and cessation and distributing rack cards strategically as determined by youth based on previous communications with professionals.
- 1.8.5. Creating and assembling Quit Kits that includes support materials created to help youth and adults in the youths' lives stop using tobacco products.
- 1.8.6. Providing youth and adult Quit Kits to schools as well as messaging shared and/or distributed by youth, ensuring materials are distributed to individuals who may include but are not limited to administrations, counselors, gym teachers and/or coaches, Life of an Athlete Program and other appropriate school professionals.
- 1.8.7. Developing a social media awareness campaign utilizing materials from the Centers for Disease Controls and Campaign for Tobacco-Free Kids.

2. Exhibits Incorporated

- 2.1. The Grantee shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.2. The Grantee shall comply with all Exhibits D through H, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Grantee shall submit quarterly reports that include, but are not limited to:
 - 3.1.1. Number and type of activities implemented in the last quarter.
 - 3.1.2. Number of individuals participating by activity, including aggregate demographic information to include: age, sexual identify, race, and ethnicity.
 - 3.1.3. Outcome of activities including but not limited to successes, including testimonials or other feedback and challenges.

4. Performance Measures

- 4.1. The Department will monitor Grantee performance by:
 - 4.1.1. The number of youth participating in the development and implementation of an activity.
 - 4.1.2. The number of youth participating in the implementation of the activity.
 - 4.1.3. The number of adult mentors participating in all efforts.
- 4.2. The number of peers recruited and retained to help raise awareness of tobacco prevention and cessation resources.
- 4.3. The Grantee shall actively and regularly collaborate with the Department to

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

- 4.4. The Grantee may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Grantee shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

**New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth
EXHIBIT A**

- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

6. Records

6.1. The Grantee shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Grantee 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 Grantee.

New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth



EXHIBIT B

Payment Terms

1. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. The Grantee agrees that funding under this Grant Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
2. This Agreement is funded by 100% Other funds (Governor Commission funds).
3. For the purposes of this Grant Agreement:
 - 3.1. The Department has identified the Grantee as a Subrecipient, in accordance with 2 CFR 200.330.
 - 3.2. The Department has identified this Grant Agreement as NON-R&D, in accordance with 2 CFR §200.87.
 - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. The Grantee shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
5. The Grantee shall submit a budget for Department approval no later than 10 days after the contract effective date.
6. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment with supporting documentation that details expenses incurred in accordance with the approved budget.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov or invoices may be mailed to:

Jill Burke
Program Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

8. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
9. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.

New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth



EXHIBIT B

10. Notwithstanding anything to the contrary herein, the Grantee 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.
11. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Grantee is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Grant Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Grant Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Tobacco Use Prevention Programs for Youth



EXHIBIT C

REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

1. Revisions to Grant Agreement, General Provisions

1.1. Paragraph 4, Effective Date/Completion of Services, is amended by adding Subparagraph 4.3 as follows:

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

1.2. Paragraph 11 is amended by adding Subparagraph 11.2, Section 11.2.5 to read as follows:

11.2.5 To the extent that it is determined that any eligibility awards have been improperly determined on criteria that is not an allowable cost under the Drug Forfeiture Funds, recoup the amount of the ineligible assistance provided.

1.3. Paragraph 15, Assignment and Subcontracts, is amended by adding Subparagraph 15.1 as follows:

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



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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


Vendor Name:

7/12/2021

Date

DocuSigned by:

 Name: Mary Forsythe-Taber
 Title: Executive Director

Vendor Initials 
 Date 7/12/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

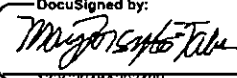
The undersigned certifies, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

7/12/2021
Date

DocuSigned by:

 Name: Mary Forsythe-Taber
 Title: Executive Director

DS

 Vendor Initials
 Date 7/12/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

7/12/2021
Date

DocuSigned by:

Name: Mary Forsythe-Taber
Title: Executive Director

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



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

7/12/2021

Date

DocuSigned by:

132C2818A203408
Name: Mary Forsythe-Taber
Title: Executive Director

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

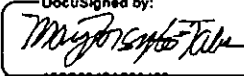
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name:

7/12/2021

Date

DocuSigned by:

132C2840A20340E
Name: Mary Forsythe-Taber
Title: Executive Director



New Hampshire Department of Health and Human

Tobacco Use Prevention Programs for Youth

Exhibit I

Exhibit I is not applicable to this Grant Agreement.

Remainder of page intentionally left blank.

RGA-2022-BDAS-01-TOBAC-01

Makin' It Happen Coalition for
Resilient Youth, Inc.

Page 1 of 1

Contractor Initials: ^{DS}
MF

Date: 7/12/2021



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

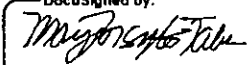
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

7/12/2021

Date

DocuSigned by:

 Name: Mary Forsythe-Taber
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 197178127

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

X NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov